



CITY OF
CRESTVIEW
CITY COUNCIL

REGULAR CITY COUNCIL MEETING MEETING
AGENDA
March 13, 2023
6:00 P.M.
CITY COUNCIL CHAMBERS

The Public is invited to view our meetings on the City of Crestview Live stream 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 p.m. the day of the meeting) to cityclerk@cityofcrestview.org.

- 1. Call to Order**
- 2. Invocation, Pledge of Allegiance**
 - 2.1. Pastor Edward Parker from the First Church of God in Christ
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
 - 5.1. Homelessness & Housing Alliance (HHA)
- 6. Consent Agenda**
 - 6.1. Approval of the City Council Regular Meeting Minutes from February 27, 2023
 - 6.2. Approval of the Crestview Unlimited, Inc. Regular Meeting Minutes of February 27, 2023
 - 6.3. Purchase Petersen TL-3 Knuckleboom Loader Truck
 - 6.4. GreatLife Golf Contract
- 7. Public Hearings / Ordinances on Second Reading**
- 8. Ordinances on First Reading**
 - 8.1. Ordinance 1919 - James Lee Blvd E Comprehensive Plan Amendment
 - 8.2. Ordinance 1920 - James Lee Blvd E Rezoning
 - 8.3. Ordinance 1921 Designating the Official Seal of the City of Crestview
- 9. Resolutions**
 - 9.1. Resolution Regarding a Comprehensive Fee Schedule Amendment - Sidewalk Fund
 - 9.2. Resolution Relating to the Florida Department of State Revolving Fund - Elevated Storage Tank

10. Action Items

11. City Clerk Report

12. City Manager Report

13. Comments from the Mayor and Council

13.1. Ordinance Discussion - Ground-Mounted Solar Panels

14. Comments from the Audience

15. Adjournment

All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission 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 requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities needing special accommodations, please contact Maryanne Schrader, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option 2 within 48 hours of the scheduled meeting. 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: March 13, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 3/9/2023
SUBJECT: Homelessness & Housing Alliance (HHA)

BACKGROUND:

Crystal Harrison of Homelessness & Housing Alliance (HHA) will present to the City Council.

DISCUSSION:

HHA is the lead agency in the Okaloosa Walton Homeless Continuum of Care. Last month, HHA completed the Annual Point in Time Count and want to share the results. The time Count is an unduplicated count on a single night of the people in a community who are experiencing homelessness that includes both sheltered and unsheltered populations.

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

No financial impact on this item.

RECOMMENDED ACTION

No action required.

Attachments

1. FL-505 2023 HUD_Point_in_Time_Report

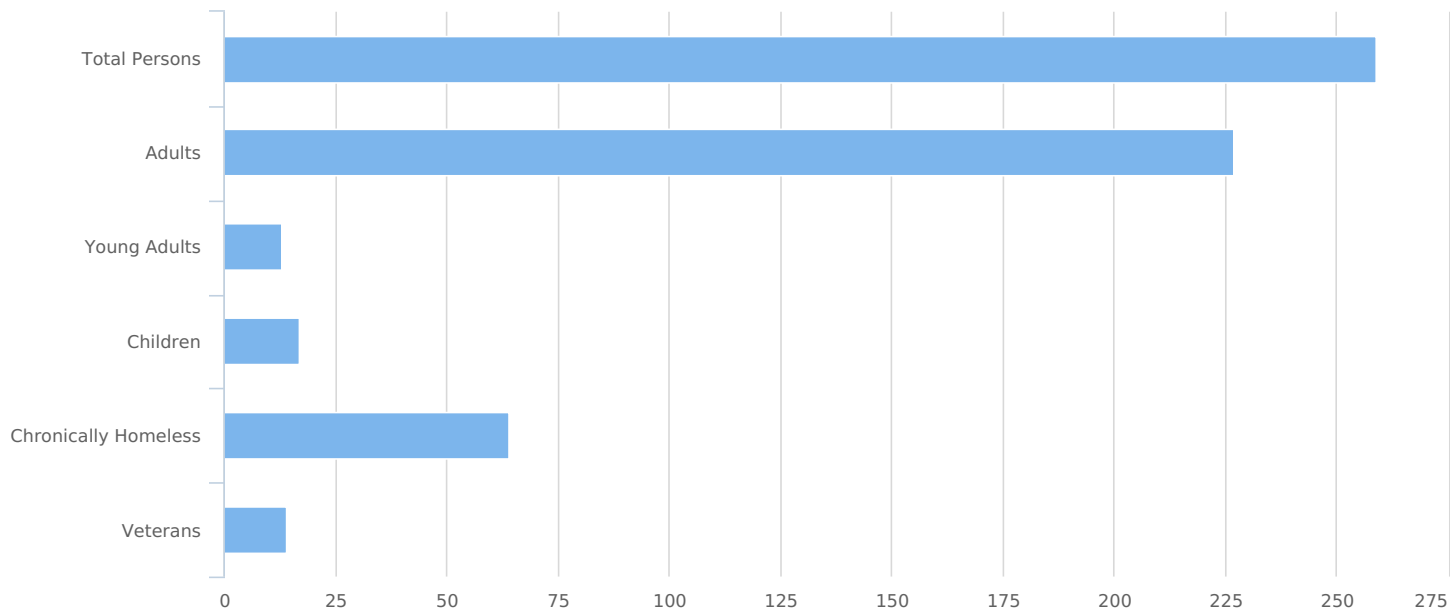
HUD Point in Time Report - Unsheltered

Count:	Okaloosa and Walton Counties 2023 Point in Time Count	Geography:	All Geographies
Created by:	McManus,Dianne	Created on:	02/02/2023 12:14 PM

Summary

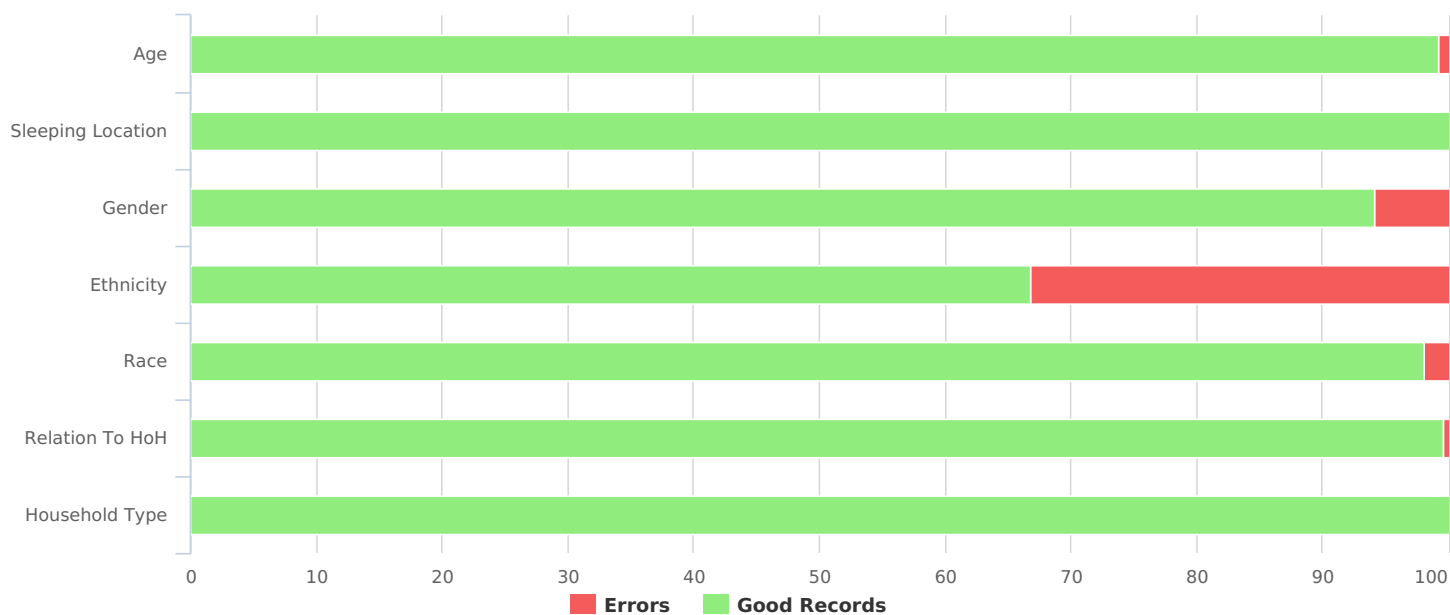


Total number of persons	259
Number of children (under age 18)	17
Number of youth (age 18 to 24)	13
Number of adults (age 25 to 34)	37
Number of adults (age 35 to 44)	64
Number of adults (age 45 to 54)	55
Number of adults (age 55 to 64)	54
Number of adults (age 65 or older)	17
Observed age 25 or older	2
Unknown Age	0
Chronically Homeless	64
Veterans	14



Data Quality Checks

Persons Missing Age Information	2
Persons Missing Sleeping Location	0
Persons Missing Gender	15
Persons Missing Ethnicity	86
Persons Missing Race	5
Persons Missing Relation to HoH	1
Persons with Unknown Household Type	0



All Households

Households with at Least One Adult and One Child

Household and Person Breakdown

Total number of households	9
Total number of persons	33
Number of children (under age 18)	16
Number of youth (age 18 to 24)	2
Number of adults (age 25 to 34)	6
Number of adults (age 35 to 44)	6
Number of adults (age 45 to 54)	2
Number of adults (age 55 to 64)	0
Number of adults (age 65 or older)	1
Observed age 25 or older	0

Gender

Female	16
Male	12
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity

Non-Hispanic/Non-Latin(a)(o)(x)	19
Hispanic/Latin(a)(o)(x)	0

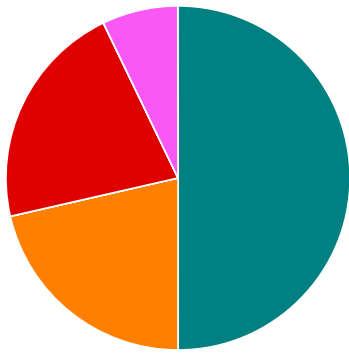
Race

White	14
Black, African American, or African	6
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	6
Native Hawaiian or Pacific Islander	0
Multiple Races	2

Chronically Homeless

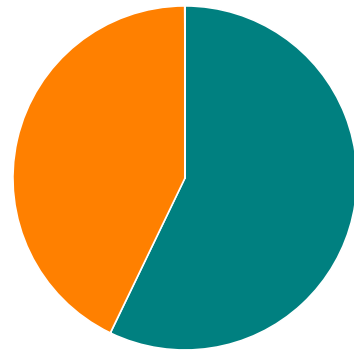
Total number of households	3
Total number of persons	11

Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Households without Children

Household and Person Breakdown

Total number of households	217
Total number of persons	225
Number of youth (age 18 to 24)	11
Number of adults (age 25 to 34)	31
Number of adults (age 35 to 44)	58
Number of adults (age 45 to 54)	53
Number of adults (age 55 to 64)	54
Number of adults (age 65 or older)	16
Observed age 25 or older	2

Gender

Female	64
Male	148
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	3
Questioning	0

Ethnicity

Non-Hispanic/Non-Latin(a)(o)(x)	144
Hispanic/Latin(a)(o)(x)	8

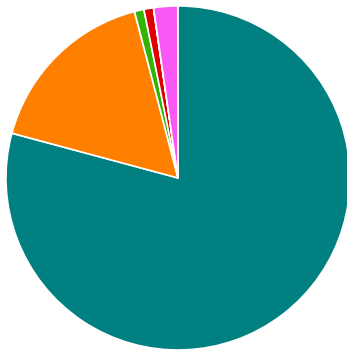
Race

White	175
Black, African American, or African	37
Asian or Asian American	2
American Indian, Alaska Native, or Indigenous	2
Native Hawaiian or Pacific Islander	0
Multiple Races	5

Chronically Homeless

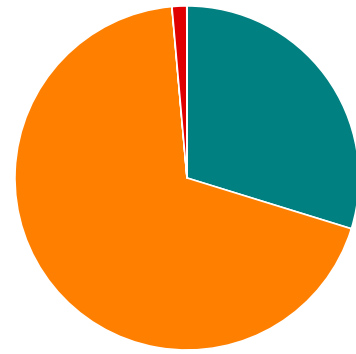
Total number of persons	53
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Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Households with Only Children

Household and Person Breakdown

Total number of households	1
Total number of children (persons under age 18)	1

Gender

Female	0
Male	1
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity

Non-Hispanic/Non-Latin(a)(o)(x)	1
Hispanic/Latin(a)(o)(x)	0

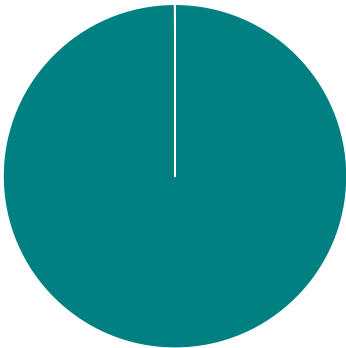
Race

White	1
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

Chronically Homeless

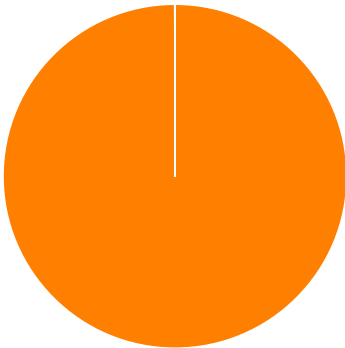
Total number of persons	0
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Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Veteran Households

Veteran Households with at Least One Adult and One Child

Household and Person Breakdown

Total number of households	0
Total number of persons	0
Total number of Veterans	0

Gender (veterans only)

Female	0
Male	0
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity (veterans only)

Non-Hispanic/Non-Latin(a)(o)(x)	0
Hispanic/Latin(a)(o)(x)	0

Race (veterans only)

White	0
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

Chronically Homeless

Total number of households	0
Total number of persons	0

Race

Gender

■ White
 ■ Black or African American
 ■ Asian
 ■ American Indian
 ■ Native Hawaiian
 ■ Multiple

■ Female
 ■ Male
 ■ Transgender
 ■ A gender other than singularly...
 ■ Questioning

Veteran Households without Children

Household and Person Breakdown

Total number of households	14
Total number of persons	14
Total Number of Veterans	14

Gender (veterans only)

Female	2
Male	11
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	1
Questioning	0

Ethnicity (veterans only)

Non-Hispanic/Non-Latin(a)(o)(x)	13
Hispanic/Latin(a)(o)(x)	0

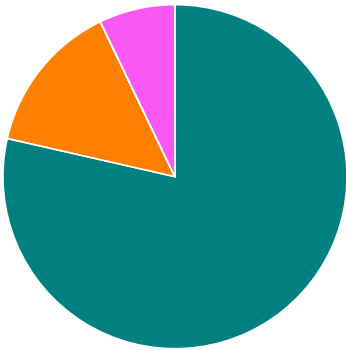
Race (veterans only)

White	11
Black, African American, or African	2
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	1

Chronically Homeless

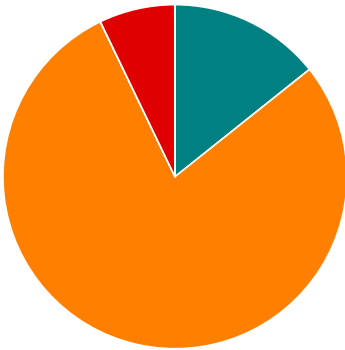
Total number of households	0
Total number of persons	0

Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Youth Households

Unaccompanied Youth Households

Household and Person Breakdown

Total number of unaccompanied youth households	12
Total number of unaccompanied youth	12
Number of unaccompanied youth (under age 18)	1
Number of unaccompanied youth (age 18 to 24)	11

Gender (unaccompanied youth)

Female	3
Male	8
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity (unaccompanied youth)

Non-Hispanic/Non-Latin(a)(o)(x)	9
Hispanic/Latin(a)(o)(x)	0

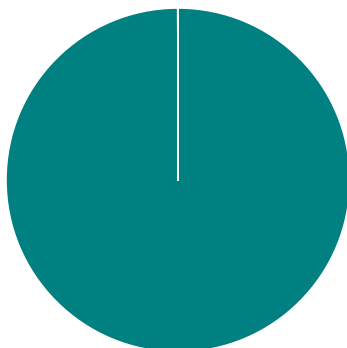
Race (unaccompanied youth)

White	12
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

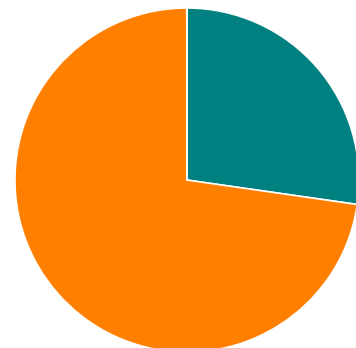
Chronically Homeless

Total number of persons	0
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Race



Gender



■ White
 ■ Black or African American
 ■ Asian
 ■ American Indian
 ■ Native Hawaiian
 ■ Multiple

■ Female
 ■ Male
 ■ Transgender
 ■ A gender other than singularly...
 ■ Questioning

Parenting Youth

Household and Person Breakdown

Total number of parenting youth households	0
Total number of persons in parenting youth households	0
Total Parenting Youth (youth parents only)	0
Total Children in Parenting Youth Households	0
Number of parenting youth under age 18	0
Children in households with parenting youth under age 18	0
Number of parenting youth age 18 to 24	0
Children in households with parenting youth age 18 to 24	0

Gender (youth parents only)

Female	0
Male	0
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity (youth parents only)

Non-Hispanic/Non-Latin(a)(o)(x)	0
Hispanic/Latin(a)(o)(x)	0

Race (youth parents only)

White	0
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

Chronically Homeless

Total number of households	0
Total number of persons	0

Race

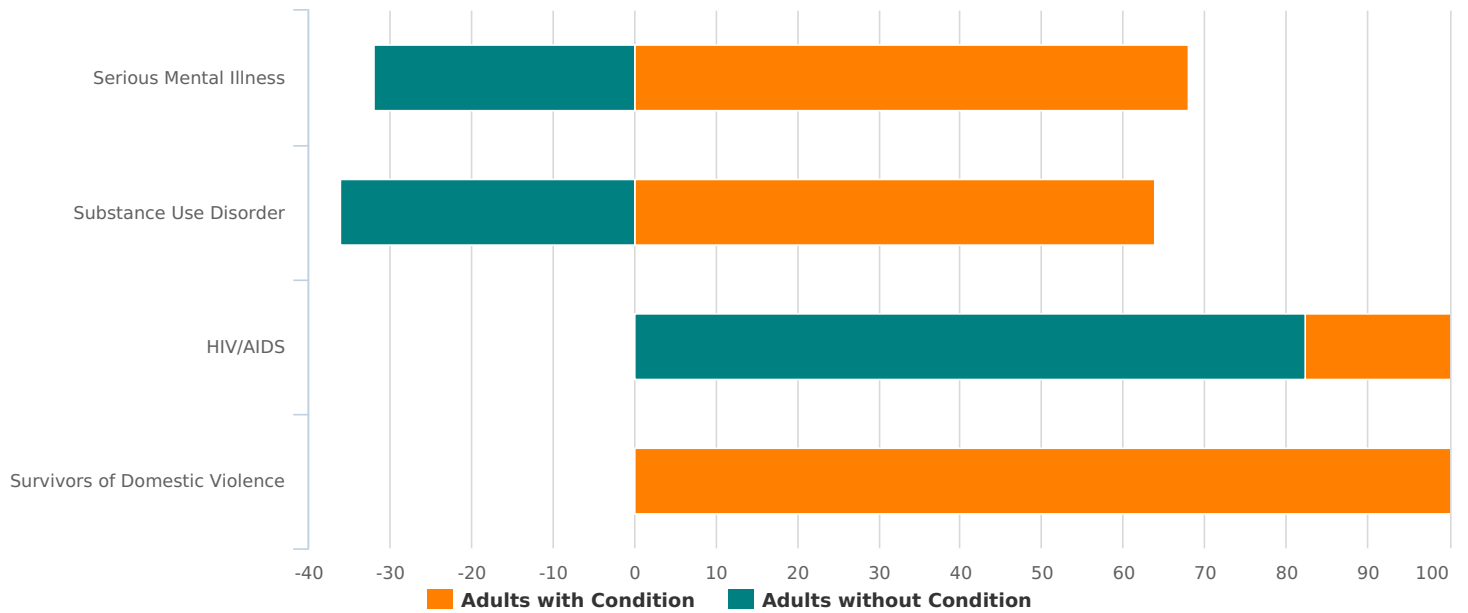
Gender

White Black or African American Asian
American Indian Native Hawaiian Multiple

Female Male Transgender
A gender other than singularly... Questioning

Additional Homeless Populations (Adults Only)

Adults with a Serious Mental Illness	32
Adults with a Substance Use Disorder	39
Adults with HIV/AIDS	3
Adult Survivors of Domestic Violence (optional)	17





Staff Report

CITY COUNCIL MEETING DATE: March 13, 2023

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: 3/6/2023
SUBJECT: Approval of the City Council Regular Meeting Minutes from February 27, 2023

BACKGROUND:

This is a routine approval of the minutes.

DISCUSSION:

The draft minutes were distributed prior to the meeting.

GOALS & OBJECTIVES

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

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

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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

n/a

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the minutes of February 27, 2023.

Attachments

1. 02272023 City Council Regular Meeting Minutes Draft

City Council Minutes - Draft
February 27, 2023
6:00 p.m.
Council Chambers

1. Call to Order

The Regular Meeting of the Crestview City Council was called to order at 6:00 p.m. by Mayor JB Whitten. Board members present: Mayor Pro-Tem Andrew Rencich, Council members: Doug Capps, Cynthia Brown, Joe Blocker, and Ryan Bullard. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members.

2. Invocation, Pledge of Allegiance

2.1. Pastor Jeff Childers of The Shepherd's Church

The Invocation and Pledge of Allegiance was led by Pastor Jeff Childers of The Shepherd's Church.

3. Open Policy Making and Legislative Session

Mayor JB Whitten established a quorum.

4. Approve Agenda

Mayor JB Whitten called for action.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Joe Blocker to approve the agenda, as presented.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard.
All ayes. Motion carried.

5. Presentations and Reports

Nothing scheduled.

6. Consent Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Douglas Capps and seconded by Councilmember Ryan Bullard to approve the Consent agenda, as presented.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard.
All ayes. Motion carried.

6.1. Approval of the minutes of February 13, 2023

6.2. Appointment to the Crestview Housing Authority

7. Public Hearings / Ordinances on Second Reading

None scheduled.

8. Ordinances on First Reading

8.1. Amendment to the Code of Ordinances Chapter 38 - Property Maintenance and Housing Standards

City Manager T. Bolduc presented Ordinance 1918 to the City Council amending Chapter 38. He explained that he moved Code Enforcement to the police department. He received comments from the employees, as there were crossovers between building officials and Code Enforcement, as well as the need to clarify definitions. Based on the input, changes were made to the existing ordinance.

City Manager T. Bolduc asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Amending Chapter 38 Property Maintenance and Housing Standards, of the Code of Ordinances; Providing For Intent; Providing For Authority; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; and Providing For an Effective Date.

City Manager T. Bolduc said Councilmember D. Capps pointed out that there is a grammatical error in the exterior finishing area, adding it would be corrected before Second Reading.

Mayor JB Whitten called for comment from the City Council and the public. Hearing none, he called for action.

Motion by Councilmember Ryan Bullard and seconded by Councilmember Joe Blocker to approve Ordinance 1918 on 1st Reading and move to 2nd Reading for final adoption.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

9. Resolutions

None brought forward.

10.1. City Manager Annual Performance Evaluation

HR Director Jessica Leavins stated the evaluation forms for City Manager T. Bolduc have been returned. She went over the core values that the evaluations are based on. She stated the average score was 2.84.

Mayor JB Whitten remarked that he works closely with the city manager and has observed his workload. He mentioned he reviewed other cities' pay for comparables stating a city nearby hired an interim city manager at a rate of \$20,000 more. He asked that the pay be raised to 10%, as he wants him in the ballpark. He added that City Manager T. Bolduc has saved our city money.

Councilmember D. Capps reiterated the comment, stating we have more projects and buildouts than the other surrounding cities.

Discussion ensued from Council agreeing that our salaries should be held in line.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Cynthia Brown moved to accept the evaluations and increase the salary of the city manager to 10%.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

City Manager T. Bolduc said it was an absolute honor to serve the city adding he is blessed to work with the team he has and is excited for what is to come.

10.2. Support in Developing EPA WIFIA Loan Application

Public Services Director Michael Criddle explained the water infrastructure federal funding will fund 49% of the project. This project will bring infrastructure to the west side stating those who tie on will provide the funding. He added we plan to double the capacity of the WWTP.

City Manager T. Bolduc asked about the relocation of the disposal, and M. Criddle replied that it is part of the infrastructure project.

City Manager T. Bolduc explained this will help us open up the sports complex, as we are looking to relocate the disposal, as it will aid in the placement of the sports complex.

Mayor Pro-Tem A. Rencich asked about the engineering and construction. M. Criddle replied the total fee package is encompassed in the funding, which is around \$300,000, however this piece is in the amount of \$67,700.

Public Services Director Michael Criddle explained that Jacobs will assist the city in preparing a Letter of Interest in developing support for the Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) Loan. Jacobs will support the City in finalizing and submitting the LOI to EPA.

Mayor JB Whitten called for action from the City Council and the public. In hearing none, he called for action.

Motion by Councilmember Cynthia Brown and seconded by Mayor Pro-Tem Andrew Rencich to approve the recommendation for the Mayor to execute Task Order 2023-09.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

10.3. Permission to secure price for fire trucks

Fire Chief Anthony Holland mentioned the agreement with Ten-8 will lock in the

price for the two pieces of apparatus. The vendor must secure the agreement by February 28th as the amount increases on March 1st. It will be a seven-year lease for two pumper trucks to be fully loaded and equipped for \$1,604,093.66 dollars.

City Manager T. Bolduc said the rates on the trucks are competitive and part of the upcoming budget cycle.

Discussion ensued on the aging of the fleet and the need for our fourth station. The benefits of leasing versus purchasing was also discussed.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Cynthia Brown to accept the staff and leasing options, as presented.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

10.4. Letter of Support for Mayor JB Whitten

City Manager T. Bolduc said this was presented at the last meeting. The NWFL and FLC supports the initiative adding that Mayor Pro-Tem Rencich will be signing the letter of support.

Councilmember C. Brown said the lead Mayor Whitten has taken on the Opioid crisis was big.

Mayor JB Whitten relinquished the gavel to Mayor Pro-Tem A. Rencich for the vote.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Douglas Capps approving the City Council to sign a Letter of Support for Mayor JB Whitten for nomination to the 2nd VP for Florida League of Cities.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

Mayor JB Whitten took back the gavel for the remainder of the meeting.

11. City Clerk Report

11.1. Appointment of Bryan Follmar as a full member of the Planning and Development Board

City Clerk M. Schrader stated a vacancy occurred in January on the Planning and Development Board and requested a motion for Bryan Follmar, currently the alternate, to be appointed as a regular member.

Motion by Councilmember Douglas Capps and seconded by Councilmember Cynthia Brown to appoint Bryan Follmar as a regular member of the Planning and Development Board with the full term to begin at the first meeting in March 2023.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

11.2. Planning and Development Board Volunteer Needed

City Clerk M. Schrader mentioned that an alternate is needed on the Planning and Development Board. Those interested who live within the city limits, who are interested can apply on the City website or contact the office of the City Clerk.

12. City Manager Report

12.1. Financial Update - Finance Director

City Manager T. Bolduc announced that the update for the financials are provided.

City Manager T. Bolduc said he had participated with NWFL College to review their Strategic Plan and liked their method. He asked the City Council to invite civic leaders who would like to participate with our Strategic Plan process. He mentioned the meeting is scheduled for March 29th.

12.2. Fire Department Report - Fire Chief Anthony Holland

Fire Chief Anthony Holland provided a presentation to the City Council. He went over the statistics of the 2022 response calls. He stated there were over 4,093 calls between EMS and fire. He stated there were 107 fire calls, false alarms have increased, 68 calls for Mutual Aid, an increase of 101 calls over last year, and 396 motor vehicle accidents.

In response to City Manager T. Bolduc and his question on what the Strategic Planning has done for the fire department, Fire Chief A. Holland said we have implemented eight goals for one year. He stated that communications have improved. Protective Gear is on order which will provide staff with primary and secondary sets. They have grant opportunities for safety equipment. They are reviewing policies and he has formed a Station committee that will assist in budgeting. They are working on the same radio system as the County. The fire tower is operating and March 23rd is the Ribbon Cutting.

In response to Mayor Pro-Tem A. Rencich, Fire Chief A. Holland replied they do not have any vacancies.

In response to Councilmember D. Capps regarding paramedics running calls, City Manager T. Bolduc replied that we are getting all the systems in place. We are trying to stay competitive and on budget. However, we are not ready to provide the service. We need to have Station 4 running before adding the paramedics component. He added we are working on getting them certified.

13. Comments from the Mayor and Council

13.1. Appointment of Ray Nelson to the Citizen's Advisory Council

Mayor JB Whitten announced the appointment of Ray Nelson to the Citizens' Advisory Council as a vacancy occurred.

13.2. Letter of Support for Restoring Passenger Rail in Pensacola/North Florida

Mayor JB Whitten said the federal government has funded rail travel. The passenger service will include Crestview. We are partnering with other cities and will bring back a resolution of support.

Councilmember C. Brown said Ryan Knox was one of the first to serve on the CAC and has done a marvelous job and wished him well.

Councilmember Joe Blocker asked the city attorney to look into a certain individual harassing the Council and citizens.

Mayor Pro-Tem A. Rencich had successful meetings with delegates in Tallahassee. He also mentioned the success of the Unity Walk.

Mayor JB Whitten and Councilmember D. Capps also went to Tallahassee and went over how successful the trip was stating the brunt of the training tower was provided based on a trip that was made a few years ago. He also mentioned that yesterday one of our citizens was able to save an individual from an accidental overdose. They are planning to meet with the County to gain their support in the opioid initiative.

14. Comments from the Audience

Mayor JB Whitten asked if the public had any comments. No one came forward.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:04 p.m.

Minutes approved this __ day of __, 2023.

JB Whitten
Mayor

Maryanne Schrader
City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: March 13, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 3/6/2023
SUBJECT: Approval of the Crestview Unlimited, Inc. Regular Meeting Minutes of February 27, 2023

BACKGROUND:

Routine approval of prior meeting minutes.

DISCUSSION:

The draft minutes were distributed prior to the meeting.

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

n/a

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the minutes of February 27, 2023.

Attachments

1. 02272023 Crestview Unlimited Inc. Regular Meeting Minutes Draft

Crestview Unlimited, Inc. - DRAFT
Regular Meeting Minutes
February 27, 2023
5:00 p.m.
Council Chambers

1. Call to Order

The Regular Meeting of the Crestview Unlimited, Inc. was called to order at 5:00 p.m. by Mayor JB Whitten. Board members present: Mayor Pro-Tem Andrew Rencich, Council members: Doug Capps, Cynthia Brown, Joe Blocker, and Ryan Bullard. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members.

2. Presentations and Reports

2.1. GreatGolf Presentation

City Manager Tim Bolduc explained that Great Life Golf and Fitness recently merged with Brown Golf to create Great LIFE Golf. He mentioned PJ Politan is present to go over the merge.

City Manager T. Bolduc suggested separating the restaurant portion in the agreement, as we want to have a clear representation of the loans associated with the golf course.

PJ Politan, C.O.O., Great LIFE Golf, provided an overview of the company to the City Council. He reviewed the company brands, such as signature, premier, classic, and destination. He highlighted initiatives in terms of discounts and marketing tools they utilize in connection with the social media, radio, email, and Hero Program.

PJ Politan provided a financial update stating they review the financials daily, as the goal is to be self-sustaining. He displayed the budget depicting the revenue and capital improvement. He highlighted the projects including issues such as drainage and clean up. He also went over the objectives.

3. Action Items

None required.

4. Comments from the Mayor and Council

Councilmember R. Bullard mentioned the promotion for active-duty members and liked to see more. In clarification, PJ replied, the military discount is always 10% and once a month, a discount of fifty percent is offered.

In response to Councilmember C. Brown about school and club usage, PJ responded schools are able to utilize the course, and there will be a lot of events and tournaments scheduled.

Councilmember J. Blocker mentioned the revenue exceeding the expenses, and PJ said we had positive revenue in December and January. They expect positive cash flow in February, March, April and through Mother's Day. He added usage usually tapers off in the summer months. He added they have a good percentage of walk-on traffic.

Mayor Pro-Tem A. Rencich asked about the need for the separation of the golf course and restaurant, and PJ said they are focused on the golf course, as that is what supports the revenue.

5. Comments from the Audience

Mike Roy said he is plays three times a week adding the staff is doing a great job, and he can see the growth. The drainage problem is the only issue.

City Manager Tim Bolduc recommended that we continue with the amendment to separate the golf course from the restaurant. The second is to move the employees from the city, as it is everyone's interest for the management to handle the employment. He will bring a contract back to the Council.

6. Adjournment

Mayor JB Whitten adjourned the meeting at 5:40 p.m.

Minutes approved this ___ day of ___, 2023.

JB Whitten
Mayor

ATTEST:

Maryanne Schrader
City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: March 13, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Robin Thraillkill, Executive Assistant, Michael Criddle, Public Services Director
DATE: 3/9/2023
SUBJECT: Purchase Petersen TL-3 Knuckleboom Loader Truck

BACKGROUND:

The Public Services Department continues to upgrade our equipment. The current knuckleboom loader truck is seven years old (2016 YM), and has experienced increasing amounts of downtime. This new truck will be utilized for maintenance of streets and right-of-ways inside the city.

DISCUSSION:

The requested machinery will enhance all divisions in Public Services and will allow for debris to be collected in a timely manner, and for storm clean-up to be swiftly completed. Costs of operation and maintenance will be considerably lower for the next several years than with the current truck. The knuckleboom truck currently in use will be used for backup purposes once the new model is 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

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

The equipment will be purchased from Environmental Products Group (EPG), which is the only provider for Okaloosa County, at a cost of \$194,045.92. The City will piggyback off of Sourcewell Contract #040621-P11. This is a budgeted item, and will be funded primarily from 441-1834-534.64-00 Equipment Purchase, of which \$190,000.00 was budgeted. The remaining \$4,045.92 will be paid by transferring from the Landfill account, 441-1834-534.3900. Equipment prices continue to increase, and the small overage (just over 2%) is due to this.

RECOMMENDED ACTION

Staff respectfully requests the purchase of one Petersen TL-3 Loader knuckleboom truck using Sourcewell Contract #040621-P11 (attached) for use within the city limits to more efficiently remove debris, to be shared among the street and stormwater divisions at the Public Services Department.

Attachments

1. 2023 Petersen TL-3 Crestview, FL Freightliner
2. Petersen_Ind._Contract_040621
3. RFP and Addendums-Bulk Solid Waste 040621
4. Board Resolutions

ENVIRONMENTAL PRODUCTS
GROUP

Proposal Summary

Prepared for:

Crestview, FL



Petersen TL-3 Base Loader

Crestview, FL



Mr. Allen Hallford
February 24, 2023

Petersen -TL-3 Loader

Environmental Products would like to thank you for the opportunity to present the **Petersen TL-3 Lightning Loader**.

Environmental Products Group is the sole provider of Petersen Grapple Trucks and Lightning Loaders in the state of Alabama, as well as many other leading industry product lines including: Elgin Street Sweepers, Vactor Sewer Cleaning Equipment, Envirosight Pipeline Inspection Cameras, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Alabama, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

Thank you for your consideration.

MEMPHIS

2995 Sandbrook St.
Memphis, TN 38116
P: 901.630.5658
F: 901.630.5659

DEERFIELD BEACH

1907 SW 43rd Terrace
Suites G & H
Deerfield Bch, FL 33442
P: 954.518.9923
F: 954.518.9926

ATLANTA

4410 Wendell Dr SW
Atlanta, GA 30336
P: 404.693.9700
F: 404.693.9690

CORPORATE

2525 Clarcona Rd.
Apopka, FL 32703
P: 407.798.0004
F: 407.798.0013

www.MyEPG.com

Product Description

Petersen TL-3 Base Loader

Standard Loader Features

- Model TL-3 Base Loader
- Extension Boom 16FT Fixed 4FT Extension
- Heavy Duty Swing Motor
- Grating Heat Shield
- Standard Height Pedestal
- Quad Stick Controls
- Standard Bucket 60" (Single Cylinder)
- Boom-Up Warning Light/Audible Alarm
- Tandem Pump
- HD Control Box, Throttle Engine Kill & Horn
- Painted Single Color Orange

Dump Body Features

- 1824 Hardox Body (18 Foot x 24 Cubic Yard)
- Self-Winding Load Tarp
- Standard Barn Doors
- Wire Loom for Body Wiring
- Amber Flashers in Rear Corner Post
- LED Body Lights
- ANSI Z245 Package
- Body Color: Black

Chassis:

- 2024 Freightliner M2-106
- 300HP Cummins B6.7
- Allison 3500 RDS Transmission
- 33K GVWR

Sale Price: **\$194,045.92** (Sourcewell Contract #040621-PII)

- Includes Delivery
- 40hr Hydraulic Filter Change

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

Signature

Date

Sourcewell is a national municipal contracting agency committed to serving its Members purchasing needs. Sourcewell is driven to provide efficient public service through our national contract purchasing solutions and other related programs. Sourcewell is able to do this as they work together, creating a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.

Both Vactor Sewer Cleaners and Elgin Street Sweepers are available on this contract. Contract #031710-FSC is for Public Utility Vehicles and Services, Apparatus, Equipment and Accessories.

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Petersen Industries, Inc., 4000 S.R. 60 W., Lake Wales, FL 33859 (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. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide 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 June 2, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide 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 warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. 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. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor 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 as soon as possible and the Vendor 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 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 participating entities 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 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. 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 performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of 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, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, 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. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **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.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **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 payment 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 Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. 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. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. **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.

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

D. **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.

E. **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. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **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 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.

12. 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.

13. 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. 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.
5. *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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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 Sourcwell and Participating Entities.

20. 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell 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 Sourcwell if this certification changes at any time.

21. 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. **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.

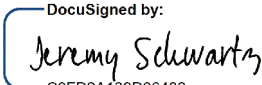
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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.

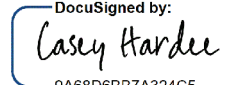
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell 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.

Sourcewell

Petersen Industries, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:52 PM CDT

DocuSigned by:

By: 9A68D6BB7A324C5...
Casey Hardee
Title: President/CEO
Date: 5/26/2021 | 10:46 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/26/2021 | 7:51 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Petersen Industries, Inc.
4000 State Road 60 W
Address: LAKE WALES, FL 33859
Contact: Casey Hardee
Email: chardee@petersenind.com
Phone: 863-676-1493 257
Fax: 813-478-1454
HST#: 59-2979951

Submission Details

Created On: Friday February 19, 2021 12:44:13
Submitted On: Monday March 29, 2021 15:22:54
Submitted By: Casey Hardee
Email: chardee@petersenind.com
Transaction #: 9d573344-e8dc-40e7-866a-e3d93fae21d1
Submitter's IP Address: 73.255.132.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" 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):	Petersen Industries, Inc.	*
2	Proposer Address:	4000 S.R. 60 W. Lake Wales, FL 33859	*
3	Proposer website address:	www.petersenind.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):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Brown- Sales Admin/Marketing Manager 4000 S.R. 60 W. Lake Wales, FL 33859 863-676-1493 dbrown@petersenind.com	

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.	Petersen Industries began over 60 years ago by producing a knuckle boom loader used in the harvest of Florida citrus. A local municipality reached out and asked if we could mount one on a truck chassis so they could use it to collect bulky items. That was the first ever grapple truck purpose built for bulky municipal solid waste. Ever since then our model "Lightning Loader" has been synonymous with grapple trucks throughout the entire United States. Our mission at Petersen Industries is to help cities and counties stay clean and hazard free by providing the best possible equipment to safely and efficiently collect and dispose of discarded bulky items. We define bulky waste to mean anything that does not fit in your rollout container. What makes Petersen Industries uniquely qualified to do this is our laser focus on our products' intended use. Other than just a few purchased components, over 90% of our products are designed, machined and manufactured in-house. This includes most hydraulic cylinders, pins, bushings, and everything in between. This gives us control over both quality and delivery. We aren't reliant on other manufacturers, sometimes overseas, to provide us with components for our customers. We not only have parts for our new products, but know we also have the right part on the shelf for customers in the field. Our ability to continually service our equipment after the sale is the most common reason our customers say they only buy Petersen Lightning Loaders!	*

8	What are your company's expectations in the event of an award?	Petersen Industries has held a contract with Sourcewell for over 10 years. It has become our go-to strategy for selling our equipment with every new and existing customer or prospect we meet. The simplicity of using the contract, along with the ever-growing acceptance of it, make it our first choice for doing business every time. Our expectations are to continue to promote the contract first as our preferred method to provide our products to our customers.	*
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.	Petersen Industries has enjoyed continued successful growth over the past 10 years. We have grown on average over 20% year over year. That has also been profitable growth with EBITDA in the 16-22% range each year. We have been able to add plant and equipment of more than \$5 million in the past several years to meet our ever-growing demand. We have been able to do so without incurring any debt. We make all of our capital expenditures with cash on hand. Financial reports and a note from our CPA will be provided as an attachment.	*
10	What is your US market share for the solutions that you are proposing?	Although there is no independent reporting agency that collects market share data for grapple trucks, it is our belief the Petersen Industries holds more than 50% of the municipal bulk waste grapple market in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our market share is slightly less in Canada, as is the demand for our product also.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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?	Manufacturer In certain states we sell our product directly to municipal/governmental agencies with our own employed sales force. We also have 26 contractual distributors in certain states around the country. Their sales force is not employed directly by Petersen Industries. Petersen Industries, being the OEM, completely up fit the chassis with our equipment and deliver it to our dealers "ready to use". Our dealers have been trained how to use the contract as our agent. Petersen Industries always has, and will remain, as the single point of responsibility for any item sold through the contract.	*
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.	We are required to and hold a Florida business license, Polk County Occupation License, and a Florida Motor Vehicle Dealer License.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

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	Gator100- Awarded by the University of Florida for the 100 fastest growing alumnus owned or operated business. Route Assistant- U.S. Patent pending 2020- Should have final approval in Q2 2021.	*
17	What percentage of your sales are to the governmental sector in the past three years	83%	*
18	What percentage of your sales are to the education sector in the past three years	1%	*
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?	Houston-Galveston Area Council (HGAC)- less than \$1 million per year Florida Sheriffs Association (FSA)- \$4-\$5 million per year	*
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 *	
City of Bryan, TX	Jared Birkhead	(979)574-6619	*
Hillsborough, County of (FL)	Andy Morris	(813) 612-9111	*
City of Chattanooga, TN	Gary Franks	(423) 643-5559	*

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 *	
Miami-Dade County, FL	Government	Florida - FL	Models RS3, TL3 and TR3 grapple loader and body	Between \$81,265 and \$106,417	\$2,290,342	*
City of Houston, TX	Government	Texas - TX	Model RS3 Rear Steer grapple loader and body	Between \$88,393 and \$100,025	\$2,634,394	*
City of Boca Raton, FL	Government	Florida - FL	Models AL1 and TL3 grapple loader and body	Between \$73,631 and \$93,929	\$710,837	*
City of Indianapolis, IN	Government	Indiana - IN	Model TL3 grapple loader and body	\$68,429	\$753,225	*
City of Memphis, TN	Government	Tennessee - TN	Models RS3 and TL3 grapple loader8 and body	Between \$76,845 and \$84,516	\$1,221,727	*

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 *	
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23	Sales force.	Petersen Industries, Inc. employs 1 Sales Director, 4 direct full time Regional Sales Managers (RSM), 4 Inside Sales Managers and one one Inside Sales Coordinator. Each Outside RSM is responsible for a portion of direct sales to municipal entities, as well as, managing the sales efforts of a select group of independently owned, contractual dealers and their sales teams at each.	*
24	Dealer network or other distribution methods.	Our dealer network consists of 28 independently owned distributor dealers that each have at a minimum one physical location within their assigned Area of Primary Sales Responsibility (APSR), as well as, multiple outside sales professionals and inside sales support staff. Our dealers have a minimum of one location in the following states: Massachusetts, New Hampshire, New York, Pennsylvania, Virginia, North Carolina, South Carolina, Georgia, Florida, Tennessee, Kentucky, Ohio, Indiana, Michigan, Illinois, Iowa, Missouri, Arkansas, Louisiana, Texas, Oklahoma, Nebraska, Montana, Colorado, Arizona, Nevada, Idaho, Washington, and California	*
25	Service force.	Petersen Industries has one mobile service truck that can be deployed within 24 hours anywhere within the state of Florida. In addition to that, we have a full in-house service team that can perform any repair, warranty or otherwise, utilizing our \$3+ million dollar parts inventory we keep on hand exclusively for replacement parts. In addition to our capabilities, each of our dealers also employ the use of mobile service technicians, in-house service technicians, and a minimum stocking level of Petersen parts. If they do not have a part in stock most parts can be shipped out within 24 hours of any request. Exceptional service after the sale is the primary reason we are told customer continue to buy Petersen only for their grapple truck needs.	*
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.	Our service procedure starts with directing all service related inquiries, whether initiated by phone or our online chat, to our customer service department where a team of 4 specialists, with a combined 120 years of Petersen experience, are able to fully diagnose the problem remotely, determine what parts are needed and decide the best course of action to getting the customer back up and running. Whether that is to ship out parts with installation instructions directly to customers with their own service capabilities, coordinate with one of our dealer distributors to have the work performed by one of their technicians, or handling the service portion ourselves, either in-house or with our mobile response unit. Most items are diagnosed and have parts shipped out within 24 hours. for service related requests, response is usually within 48-72 hours of initial contact. All of our dealer distributors participate in the profit of parts sales within their APSR, thereby ensuring the necessary commitment to have our customers taken care of in a timely fashion.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sourcewell has been, and will remain, a large part of our business with municipal and governmental entities. Our dealers all appreciate, and are well versed in, our contract, its nuances, and how to get the customer what they need as easily and painlessly as possible. We include Sourcewell in every conversation we have with potential buyers, letting them know they have an easy alternative to the bid process. The largest advantage is that it will be more competitive than any price they can receive by going out to bid on their own. The work has largely been done for them and so the discounts are deeper than any other bid price we give out.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Although we currently have no location of our own in Canada, we have relationships with entities that are willing and able to sell and service our products. We have relationships with entities in Montreal, Ontario, and Kelowna that are familiar with our products, their capabilities and the repair and maintenance.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have customers in all 50 states and every province in Canada. We are willing and able to assist any and all governmental entities within these two countries.	*
30	Identify any Sourcewell 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?	We will not be excluding ANY entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions.	*

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.	The primary marketing strategy starts with making existing customers and potential prospects aware of the opportunity to purchase through the Sourcewell contract. We have now held a contract long enough that our sales team and dealers' sales teams prefer to lead with this contract rather than use it as an option of last resort. We include the Sourcewell logo on our website for familiarity. We also put magnetic Sourcewell decals on all of our demonstrator vehicles while out demo'ing our products. We are starting to resume attendance at trade shows where we display the Sourcewell flag and magnet at our display booths. Lastly, we developed, in conjunction with our Sourcewell rep, Nick Trout, our Most Valuable Partner (MVP) Program for the dealer that records the largest number of sales through the Sourcewell contract for 2021. The winner will be announced and recognized at the Waste Expo in 2022. This will help promote healthy competition and awareness throughout our dealer network.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our most obvious use of digital data starts with our website where we receive thousands of hits monthly. We display the Sourcewell logo and link at the bottom of the home landing page so everyone knows right up front that Sourcewell is a buying option for them. We are also actively pursuing a social media strategy where we will be distributing a steady stream of product specific content. We intend to connect it to Sourcewell and promote the existence of our new Sourcewell contract on these platforms. This will enable us to quickly disseminate to our followers the ability to procure Petersen products via Sourcewell.	*
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?	We don't rely on Sourcewell to do our marketing. Sourcewell, being a governmental entity, is responsible for developing, issuing, analyzing and awarding contracts. Although we appreciate any promotion or awareness campaign Sourcewell chooses to undertake, it is our responsibility to let our customers and prospects know about their ability to use our contract with Sourcewell to their betterment. AS stated previously, when we get to the point in any negotiation about how to procure our equipment, we lead with our Sourcewell contract as our preferred method. Every governmental customer of ours knows that is an option. It is by their choice if they choose to purchase by some other means.	*
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.	Because each customer of ours is unique, we prefer to help build specifications though direct interaction rather than making someone attempt to spec out their own equipment on their own. We do not offer any e-procurement at this time and do not intend to in the near future.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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.	Every Sourcewell customer can receive free onsite operator and maintenance training upon delivery of any unit purchased through the Sourcewell contract. We normally charge \$1500 for this expense since it involves travel anywhere in the U.S. and Canada. This training is done by a Petersen Industries employee that is a "trained trainer".	*
37	Describe any technological advances that your proposed products or services offer.	The beauty of the Petersen Lightning Loader products is their simplicity to use and maintain. We have intentionally avoided overcomplicating the equipment with computers, chips, and electronics that are hard to diagnose. We make sure that all new innovations to parts and products are backwards compatible so our existing customers can benefit from new innovations as well as new customers. The simplicity of our unit allows us to easily troubleshoot and diagnose problems remotely so we can quickly get out the parts and corrective action needed to get the truck back on route. That is what our customers tell us they appreciate the most. Where we are using technology is with our service and warranty department. By using live video chats, they can see first hand what is going on with the equipment and can diagnose remotely along with the customer's technician providing free, step-by-step instruction.	*
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.	Although we are not pursuing any green initiatives that require an agency oversight, we are exploring options such as environmentally friendly hydraulic oil, better capture of solvent and paint emissions from our painting process, and even compatibility of our products with electric vehicles. We see electric power as a large part of the future and are exploring ideas to make our products run on battery power on electric or non-electric vehicles. This project is in its early stages and will take some time to see results.	*
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.	N/A	*
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.	N/A	*
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?	We offer the widest variety of bulk waste solutions in the solid waste industry. When we pair that with our experience with the Sourcewell contract we become the most dynamic solution for all municipal and governmental entities to get exactly what they want to best suit their needs. Unlike other cooperative contracts in the U.S. that either separate the equipment from the chassis or only let the chassis dealers hold contracts, the Sourcewell contract allows us to establish the right chassis specifications to best fit our equipment. We are then able to offer the most complete package with the easiest path to acquisition.	*

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?	yes absolutely!	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We only ask that it is a warrantable failure. Very seldom do we have a customer try to claim warranty on something they accidentally damaged, but it does happen. We often times will still cover an item that shouldn't be covered if the customer is willing to allow us to come explain what happened and train their operators to prevent it from happening again.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes in most cases it does. We cover it ourselves in the states we sell direct. We reimburse our dealers who are performing onsite warranties. Most warranty failures are able to be fixed at the customer's location with a service tech and service truck. Our customers really appreciate not having to take it somewhere and leave it for repairs.	*
45	Are there any geographic regions of the United States or Canada (as 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?	No. we can provide service coverage throughout the U.S and Canada.	*
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?	Any item that is supplied with our equipment at time of purchase that was part of the sale (meaning they paid for it in the initial acquisition price) will be covered by our warranty and we will take it up with the supplier, if necessary. Any items added to the vehicle without our knowledge or approval will not be covered.	*
47	What are your proposed exchange and return programs and policies?	For any potential warranty claim, we ask that the customer contact either Petersen directly or their local dealer to start an official warranty claim and receive a tracking number. We then identify the parts needed to perform the repair. We will invoice for the part and freight when we ship it out, but we will include a prepaid return freight authorization to have the failed part returned to us. Once we receive it, inspect it and determine it is a covered failure, we will issue a credit for all parts and freight sent to correct the issue along with an additional credit for any labor incurred.	*
48	Describe any service contract options for the items included in your proposal.	Each of our dealers has the ability to contract with their customer for a service contract for any length or time, if they so choose. We offer a factory service contract to our direct customers that provides for routine inspection and maintenance of the equipment. This can be added at an agreed upon price determined by the amount of responsibility the customer wants to transfer to us.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We offer net30 day terms to all participating members of Sourcewell.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize NCL Government Capital for leasing and financing opportunities with our Sourcewell customers. We were introduced to them through Sourcewell. This is a very seamless transaction for the customer since they are also a Sourcewell contract holder.	*
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.	Having been a Sourcewell contract holder for many years now, we have streamlined our order entry and reporting process to where it works without much effort. Although our dealers are able to use our Sourcewell contract for their orders, we collect all funds necessary to be distributed back to Sourcewell for the fees. We always ensure the customer has issued the purchase order with the correct contract number and pricing prior to accepting the order. We then require that they sign a purchase agreement contract that spells out that it will be a Sourcewell contract purchase and that fees will be paid by us for their use of the contract. The fees are not reflected in their pricing in any way. It is our expense and part of our initial acquisition cost.	*
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?	We do accept it for smaller purchases (parts) and there are no additional charges.	*

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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Petersen has always worked off of a discounted price from our published list price. The price list uploaded will show the list price and then out to the side will show the percentage discount from that price offered to the Sourcwell member. Because the contract allow for additional discounts beyond what is stated on the price list, very often our customer using the contract will receive significantly more discount than what is shown.	*
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 published price list and discount uploaded will show a standard 2% off of list. We have issued up to 10% discounts to customers using the contract that are buying multiple units. Because of the volatility in the steel and oil industries in recent years, it is difficult to offer a large discount across the board not knowing what the commodities market will look like at the time of purchase. Either way, our customers will always receive a larger discount on their Sourcwell quoted price than by any other means they attempt to purchase through. This is how we keep our Sourcwell contract primary.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Certain models in our product mix have better economies the larger the quantity being purchased; others do not. We attempt to maximize the discount based on what model and option combination the customer chooses. If we can create efficiencies with multiple units, we will always pass that savings along to the customer by way of additional discount.	*
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.	We call these "non-contract items" and usually employ a cost plus model to the item depending on its cost and the amount of additional labor required to facilitate the request. The larger the dollar amount the smaller the additional markup factor. We will calculate our additional labor at our current labor rate of \$120/hr and then discount it according to the level of discount being offered on contract items.	*
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.	We will provide a line item on our pricing called Pre-Delivery Inspection. This will be a flat rate of \$1,000 and will be included as a contract item. Not all dealers will participate in the PDI fee as some include it as part of their normal pricing and delivery model. Nothing will be in addition to the quoted price. Our Sourcwell quoted price will be all-inclusive.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We provide a freight matrix as part of our Sourcwell pricing when we submit our price list. These are guaranteed maximum freight rates and are often less once delivered. Again, this will not be outside of our Sourcwell contract.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We provide freight to those locations currently through third party shippers that can haul the truck or equipment on a trailer rather than incurring any mileage to the vehicle. Again, our freight matrix will cover these costs.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For most of our deliveries within the continental U.S. the truck will be driven to its final destination. The customer can choose to have the vehicle transported on a trailer so as to not incur the mileage. Although this is more expensive, the optional rates will be included as part of the contract pricing.	*

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 Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.	We have been performing this audit for several years now with our contract. We have a sales administrator, Danielle Brown, who is responsible for recording all equipment sales. She ensures that all orders received for Sourcewell contract pricing has all of the proper documentation when accepting the order and that all fees to be paid are properly identified. Sourcewell contract orders are kept in a special file that notifies our Accounts Receivable team when a unit is ready to be invoiced. It is automatically entered into our Sourcewell fees payable account and held until the next payment is due. Our sales administrator personally reviews each Sourcewell payment due and matches it to the equipment sold. Our CFO gets final approval and oversight to ensure nothing was missed during the quarter for which the fee payment is being sent. This gives us 3 separate layers of verification to be certain all necessary fees are paid on time and in full.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	We will pay one full percent of the contract purchase price for all equipment and related components due on the invoice. Most of our unit sales are in the 6 figure range. The average fee paid to Sourcewell per transaction for our products is \$1500 per. It can be lower at times, but it can also be as much as \$3,000 per unit. By making it a flat percentage of everything sold, it is easier to track and calculate than any other method we have explored.

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.	Our company is laser-focused on bulk waste collection solutions. We do not manufacture or sell any other waste related products. That being said, we have 13 different loader models and over 40 different standard bodies and 6 models of trailers to serve in conjunction with the loaders we manufacture. We offer the largest lineup and broadest variety of bulk waste collection solutions in the entire waste collection industry. You will be able to see this with the brochures in the download section.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	on Page 3 Section II B. 1. b. Knuckleboom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers The above best describes the equipment we will be bidding for this contract. We will not be submitting proposals for a. or c. containers, balers, or compactors.

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	☐ Yes ☒ No	not offered	*
67	Knuckleboom and grapple loaders	☒ Yes ☐ No	Yes. This is the primary product we are bidding	*
68	Hook and hoist dumpster loaders	☒ Yes ☐ No	We have models that are designed to work in conjunction with hook and cable hoists. We will be submitting option pricing on the appropriate size and models that our loaders work with.	*
69	Roll-off trucks and container handlers	☒ Yes ☐ No	we have a model CP3 loader that is specifically designed and used for the transportation and placement of commercial front and rear load containers.	*
70	Refuse and recyclable material balers and compactors	☐ Yes ☒ No	not offered	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	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.	Since we have had a contract for several years we already track metrics. It is our goal to have our sales % sold through Sourcwell to outpace our overall growth by at least 5%. so far we have been able to accomplish that goal and plan to see the trend continue	*
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	95% of the finished products we produce are machined and manufactured in-house. Because of this, we very seldom have supply chain issues. Here in the days of COVID delays, that has become a very significant advantage! not only are we able to meet our new unit production responsibilities but also supply the necessary repair and replacement parts for units already in service. Our technical support staff on-site is second to none. We excel most in customer service and response.	
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	We have a continuous improvement plan in place where, lead by a team of our own production and engineering staff, we continuously look for, and find, ways where we can improve product and/or process. This provides our customers the most advance product and ensures we are striving to keep our costs in check. In addition to existing products, we have tripled our engineering staff in the past 2 years with the intent of developing and releasing new products to market that further benefit our customers' need to collect and handle bulk waste.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No Exceptions

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](#) - Financial Strength CPA Letter & Altus Report.pdf - Tuesday March 23, 2021 12:30:41
 - [Marketing Plan/Samples](#) - Sourcewell_Marketing.zip - Tuesday March 23, 2021 13:24:29
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Statement.pdf - Monday March 22, 2021 13:38:51
 - [Pricing](#) - Sourcewell Price List 2021 (2).zip - Monday March 29, 2021 13:39:02
 - [Upload Additional Document](#) - COI and Terms.zip - Monday March 29, 2021 15:18:41

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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell 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 Sourcewell 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:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. 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. - Casey Hardee, President/CEO, Petersen Industries, 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_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	☒	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	☒	1



RFP #040621
REQUEST FOR PROPOSALS
for
Bulk Solid Waste and Recycling Equipment

Proposal Due Date: April 6, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment 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 April 6, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	February 16, 2021
Pre-proposal Conference:	March 16, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	March 30, 2021, 4:30 p.m., Central Time
Proposal Due Date:	April 6, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	April 6, 2021, 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/agency-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 Bulk Solid Waste and Recycling Equipment, including, but not limited to:

- a. Commercial and institutional-sized refuse and recycling containers, roll-off containers, collection bins, and dumpsters of metal construction;

- b. Knuckleboom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers; and,
 - c. Refuse and recyclable material balers and compactors.
- 2. This solicitation should NOT be construed to include:
 - a. Chassis-only solutions; and
 - b. Refuse collection services.
- 3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Recycling and Repurposing Equipment with Related Accessories, Supplies, and Services (RFP #050119)
 - b. Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #091219)
 - c. Industrial and Workplace Storage Systems with Related Accessories (RFP #010920)
 - d. Fleet Management Technologies with Related Software Solutions (RFP #020221)
 - e. Plastic Refuse and Recycling Containers with Related Technology Solutions (RFP #TBD)

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

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 \$20 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

Rev. 2/2020

Sourcewell RFP #040621
Bulk Solid Waste and Recycling Equipment
Page 5

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 Sourcewell, 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 Sourcewell an administrative fee in exchange for Sourcewell 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 Sourcewell (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.



2/18/2021

Addendum No. 1

Solicitation Number: RFP 040621

Solicitation Name: Bulk Solid Waste and Recycling Equipment

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

Question 1:

Is this RFP for plastic automated roll-out carts?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within the requested equipment, products, or services as described in RFP Section II. B. Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 040621 posted to the Sourcewell Procurement Portal on 2/18/2021, is required at the time of proposal submittal.



2/19/2021

Addendum No. 2

Solicitation Number: RFP 040621

Solicitation Name: Bulk Solid Waste and Recycling Equipment

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

Question 1:

Is there a way to download the questionnaires or is it only available for review online?

Answer 1:

After selecting "Start Submission" in the Sourcewell Procurement Portal, a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 040621 posted to the Sourcewell Procurement Portal on 2/19/2021, is required at the time of proposal submittal.

**SOURCEWELL
STATE OF MINNESOTA**



Member Sharon Thiel moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2020-31

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Greg Zylka and the following voted in favor: (list names here)

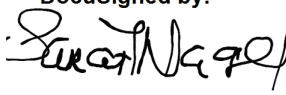
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts and Kircher
and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:



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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS -December 2020

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Plastic Refuse and Recycling Container Solutions and Related Equipment, Supplies and Accessories

Tree and Vegetation Management Equipment, Attachments, and Accessories

Facilities Maintenance Services

Special Education Teletherapy Services

Requesting Board permission to Re-Solicit the following categories:

Auction Services with Related Solutions (published 12/08/20)

Bulk Solid Waste and Recycling Equipment with Related Services, Accessories and Supplies

Grounds Maintenance Equipment, Attachments, and Accessories

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
MSC Industrial Supply	101320-MSI	"Janitorial Supplies and Equipment with Related Services"
Staples Contract & Commercial, LLC	101320-SCC	"Janitorial Supplies and Equipment with Related Services"
W.W. Grainger, Inc.	101320-WWG	"Janitorial Supplies and Equipment with Related Services"
Dover Fueling Solutions, Inc.	092920-DVR	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
E.J. Ward, Inc.	092920-EJW	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Gilbarco, Inc.	092920-GVR	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Graco, Inc.	092920-GRC	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
JF Petroleum Group	092920-JFA	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Multiforce Systems Corp.	092920-MTF	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Syn-Tech Systems, Inc.	092920-SYS	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Titan Chemical Transfer Solutions, LLC	092920-TAN	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Western Global	092920-WST	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Gilbarco Veeder-Root	022217-GVR	"Fleet Management and Related Technology Solutions"
Synovia Solutions	022217-SSL	"Fleet Management and Related Technology Solutions"
Pitney Bowes	041917-PIT	"Mailing and Postage Equipment with Related Software, Accessories, Services and Supplies"
National Auto Fleet Group	081716-NAF	"Class 6, 7, and 8 Chassis with Related Equipment"
Falcon Road Maintenance	052417-FRM	"Roadway Maintenance Equipment"
Audio Enhancement, Inc.	111616-AEI	"Classroom Audio Technology Equipment with Related Accessories, Services and Supplies"

NEW eziQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

eziQC RENEWALS

Company Name	Contract Number	
Minnesota Exteriors, Inc.	MN-TMA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-SEA-GC03-120518-KRU	
Kraus-Anderson Construction Company	MN-SWA-GC02-120518-KRU	
Kraus-Anderson Construction Company	MN-NCM-GC04-120518-KRU	
Innovative Builders of Alexandria, Inc.	MN-RRV-GC01-120518-IBA	
McDowall Company	MN-RRV-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-IRA-GC02-120518-KRU	
Solid Rock Construction	MN-CMA-GC03-120518-SRC	
Kraus-Anderson Construction Company	MN-TMA-GC05-120518-KRU	
Nor-Son, Inc.	MN-IRA-GC01-120518-NSI	
Nor-Son, Inc.	MN-SEA-GC01-120518-NSI	

Nor-Son, Inc.	MN-TMA-GC02-120518-NSI	
RAK Construction, Inc.	MN-TMA-GC01-120518-RAK	
Solid Rock Construction	MN-TMA-GC03-120518-SRC	
RAK Construction, Inc.	MN-CMA-GC01-120518-RAK	
Nor-Son, Inc.	MN-NCM-GC02-120518-NSI	
Nor-Son, Inc.	MN-CMA-GC02-120518-NSI	
Nor-Son, Inc.	MN-RRV-GC02-120518-NSI	
Nor-Son, Inc.	MN-SWA-GC01-120518-NSI	
Bituminous Roadways, Inc.	MN-TMA-P01-120518-BRI	
McDowall Company	MN-TMA-R02-120518-MDC	
Minnesota Exteriors, Inc.	MN-SEA-R01-120518-MEI	
McDowall Company	MN-IRA-R02-120518-MDC	
Solid Rock Construction	MN-NCM-GC03-120518-SRC	
Minnesota Exteriors, Inc.	MN-CMA-R01-120518-MEI	
McDowall Company	MN-NCM-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-RRV-GC03-120518-KRU	
L.S. Black Constructors, Inc.	MN-TMA-GC04-120518-LSB	
McDowall Company	MN-CMA-R02-120518-MDC	
McDowall Company	MN-SWA-R02-120518-MDC	
Mid-Minnesota Hot Mix	MN-CMA-P01-120518-MHM	
Minnesota Exteriors, Inc.	MN-NCM-R01-120518-MEI	
Minnesota Exteriors, Inc.	MN-RRV-R01-120518-MEI	
Solid Rock Construction	MN-SEA-GC02-120518-SRC	
Anderson Brothers	MN-NCM-P01-120518-ABC	
Hy-Tec Construction	MN-NCM-GC05-120518-HTC	
Minnesota Exteriors, Inc.	MN-SWA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-CMA-GC04-120518-KRU	
Minnesota Exteriors, Inc.	MN-IRA-R01-120518-MEI	

**SOURCEWELL
STATE OF MINNESOTA**



Member Zylka moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-15

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

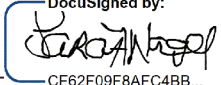
WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel
and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts
and the following voted against: (list names here or "NONE")
None
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

CF62F09F8AFC4BB...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS - June 2021

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Roadway Paving Equipment
Vehicles, Cars, Vans, SUVs and Light Duty Trucks with Related Equipment, and Accessories
Express Courier, Shipping and Logistics

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Auto Plus Auto Parts	032521-PEP	"Aftermarket Vehicle Parts and Supplies"
Imperial Supplies, LLC	032521-IMP	"Aftermarket Vehicle Parts and Supplies"
Jasper Holdings, Inc.	032521-JAS	"Aftermarket Vehicle Parts and Supplies"
NAPA Auto Parts	032521-GPC	"Aftermarket Vehicle Parts and Supplies"
O'Reilly Auto Parts	032521-ORA	"Aftermarket Vehicle Parts and Supplies"
Cascade Engineering, Inc.	041521-CEI	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
ReCollect Systems, Inc.	041521-RCS	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
Rehrig Pacific Company	041521-REH	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
Toter, LLC	041521-TOT	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
Eduporium, Inc.	040121-EDU	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
H2I Group	040121-H2I	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Lakeshore Learning Materials	040121-LSH	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Palmer Hamilton, LLC	040121-PHL	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Prophet Corp./STEM Supplies	040121-STM	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Sid Tool Co./MSC Industrial Supply	040121-MSI	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
STEM For Kids	040121-SFK	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Box Gang Manufacturing	040621-BXG	"Bulk Solid Waste and Recycling Equipment"
Hol-Mac Corporation	040621-HMC	"Bulk Solid Waste and Recycling Equipment"
Marathon Equipment Company	040621-MEC	"Bulk Solid Waste and Recycling Equipment"
Petersen Industries, Inc.	040621-PII	"Bulk Solid Waste and Recycling Equipment"
Wastequip Manufacturing Company, LLC	040621-WQI	"Bulk Solid Waste and Recycling Equipment"
Facility Optimization Solutions, LLC	050421-FAC	"JOC or IQCC Program Management Consulting Services"
The Gordian Group, Inc.	050421-GGI	"JOC or IQCC Program Management Consulting Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
APi National Service Group	031517-API	"Facility Security Equipment, Systems and Services with Related Equipment and Supplies"
The Toro Company	062117-TTC	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Bandit Industries, Inc.	062117-BAN	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Kubota Tractor Corporation	062117-KBA	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Deere & Company	062117-DAC	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Morbark, LLC	062117-MBI	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"

NEW ezIQc CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

ezIQc RENEWALS

Company Name	Contract Number



Staff Report

CITY COUNCIL MEETING DATE: March 13, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Director of Operations, Tim Bolduc, City Manager
DATE: 3/9/2023
SUBJECT: GreatLife Golf Contract

BACKGROUND:

Crestview Unlimited, Inc. is a nonprofit corporation established in fiscal year 2021 to allow Great Life management company the ability to properly manage Blackwater Golf Club and to provide flexibility to perform their duties. The City Council is the Board of Directors for Crestview Unlimited, Inc.

DISCUSSION:

Great Life Golf and Fitness recently merged with Brown Golf to create Great LIFE Golf.

We recently heard from the new C.O.O. of Great LIFE Golf, PJ Politan, he explained that as a result of the recent merger, a new contract would be forthcoming.

The new contract between Crestview Unlimited, Inc. and Great LIFE Golf has been attached for your review.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The financial impact is as outlined in the new contract with Great Life Golf.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve and authorize the Mayor to execute the contract, as submitted.

Attachments

1. Blackwater Golf Club- Management Agreement

MANAGEMENT AGREEMENT

GreatLIFE Golf LLC and Crestview Unlimited, Inc.

THIS MANAGEMENT AGREEMENT (the “**Agreement**”) is made and entered into with an effective date as of January 1, 2023 by and between Crestview Unlimited, Inc. (hereafter referred to as “**Owner**”), and GreatLIFE Golf LLC, a Delaware Limited Liability Company (hereafter referred to as “**Manager**”).

WITNESSETH:

WHEREAS, Owner owns the golf course known generally as Blackwater Golf Club located at 4927 Antioch Rd, Crestview, FL 32536 (the “**Golf Course**”). The Golf Course, practice areas, golf shop areas and pool areas are hereinafter collectively referred to as the “**Property**”.

WHEREAS, subject to the terms and provisions of this Agreement, Owner desires to appoint Manager as management agent of the Property, and Manager wishes to accept such appointment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, intending to be legally bound, it is agreed as follows:

COVENANTS

1. Appointment of Manager. Subject to all the terms and conditions of this Agreement, and for the term hereof, Owner hereby appoints and designates Manager as management agent for the Property.
2. Management Duties. During the term of this Agreement and for the benefit of Owner, Manager shall oversee all operations of the Property except for all food and beverage operations at the Property which manager shall not manage or have any responsibility for. Manager, as the management agent for the Property, shall be authorized to perform, , the following management services:
 - a.) To establish green fees, membership fees, cart rental rates, outing fees, merchandise prices, and all other fees and charges associated with the operation of the Property. To supervise the receiving and collection of all revenues in connection with the use of the Property. All revenue collected in connection with the operation of the Property shall be deposited into the Owner owned “**Operations Account**” (as defined in Section 3(b) below).
 - b.) To Manage the Property in such fashion so as to promote the best interests of the Owner. To supervise all necessary repairs and all alterations required to maintain the Property in a neat and attractive condition, to supervise the purchase of all supplies necessary for the operation of the Property, all in accordance with the terms of this Agreement.
 - c.) To enter into such contracts, service agreements, purchase agreements and subcontracts on behalf of Owner, and at Owner’s expense, for supplies, goods, merchandise, inventory, materials, labor, equipment, utilities, and services in connection with the usual and ordinary operation, maintenance and safety of the Property as Manager in the exercise of its reasonable discretion shall

deem appropriate; provided, however, that without the advance consent of the Owner's Representative, no such contracts shall obligate Owner in excess of Twenty Thousand (\$20,000) Dollars unless such contracts are set forth and described in the approved Budget (defined below). All amounts due pursuant to such contracts and agreements pertaining to the management of the Property shall be paid from the Operations Account owned by Owner. Owner expressly agrees that if Manager elects to pay any such costs and expenses incurred for the benefit of the Property that Manager shall be entitled to prompt reimbursement by Owner.

d.) To supervise the payment from the revenue generated from the operation of the Property and held in the Operations Account owned by Owner, all insurance, real estate tax payments and all other assessments levied against the Property or equipment of the Property when due.

e.) To develop marketing, advertising and membership programs for the Property.

f.) To hire, employ, train, supervise and discharge all on-site employees of the Property (excluding any and all food and beverage employees), all on Owner's behalf and at Owner's sole expense, to assist Manager in the management and operation of the Property. Manager shall select the number, functions, qualifications and compensation of all such on-site employees. All such on-site employees shall be employed "at will" and shall be employees of Manager or of a subsidiary entity of Manager. Owner shall pay to Manager as an operating expense of the Property, all wages, benefits, worker's compensation insurance costs, payroll taxes and human resource management system fees of the on-site employees Manager employs, either directly or through a subsidiary entity of Manager, to operate or manage the Property (the "**Employee Expense Payment**"). This payment to Manager shall be in addition to Manager's management fees set forth in Section 5 of this Agreement. Manager agrees to provide Owner with a monthly payroll invoice for the estimated Employee Expense Payment for the on-site employees for the upcoming month, based upon the Approved Budget, at least three (3) days prior to the first (1st) day of the upcoming calendar month (the "**Payroll Invoice**"). Owner grants Manager authority to withdraw sufficient funds from the Operations Account upon submission of the Payroll Invoice, to obtain payment from Owner for the Payroll Invoice. If Manager does not withdraw funds from the Operations Account for payment of the Payroll Invoice by first of the day of the calendar month in which the Payroll Invoice applies to, Owner further agrees Manager shall have authority to withdraw sufficient funds from the Operations Account as payment for the Payroll Invoice at any time thereafter. Manager and Owner agree that any variance in an actual Employee Expense Payment owed to Manager for a calendar month and the Payroll Invoice previously invoiced by Manager, will be reflected as a credit on a future Payroll Invoice (if the actual Employee Expense Payment was lower than the Payroll Invoice for that month) or as an additional amount owed (if the actual Employee Expense Payment was higher than the original Payroll Invoice amount for that calendar month). Owner's failure to make available sufficient funds to Manager in the Operations Account to cover a Payroll Invoice by the second (2nd) day of the calendar month in which the Payroll Invoice covers shall be a material breach of this Agreement, allowing Manager to immediately terminate this Agreement. Manager shall be responsible for the filing and paying of all federal, state, and local payroll taxes and other required withholdings, all at Owner's expense. Manager shall be responsible for supervising and monitoring all services performed by the on-site employees, and for complying with applicable laws relating to employment, including without

limitation laws affecting employment practices, workplace conditions, wages and hours, withholding, discrimination, and insurance (including workers' compensation), provided however, Manager shall not be responsible for any employment actions made by Owner without Manager's express approval.

g.) Notwithstanding anything to the contrary herein contained, all obligations of Manager hereunder are expressly subject to and conditioned upon the availability of funds within the Operations Account owned by Owner, and/or the Owner making available to Manager sufficient funds, to enable Manager to complete and pay such obligations. The Manager shall use its best efforts to obtain any products or services necessary to the performance of its duties hereunder at reasonable and customary prices, taking into account the quality, utility and necessity of each product or service.

h.) Manager and the Owner shall have quarterly status meetings to discuss matters relating to the Property's operation, including but not limited to financials, operations, improvements and marketing with Manager producing at a minimum a Balance Sheet and Operating Statement as well as any of other financial documents agreed to by Owner and Manager.

i.) In the performance of Manager's duties in accordance with this Agreement, Manager is acting as a managing agent of the Property for Owner. All debts and liabilities to third parties incurred by Manager in the course of the operation and management of the Property shall be the debts and liabilities of Owner only, so long as the debts and liabilities are incurred by Manager acting in good faith and pursuant to a budget approved by Owner which includes the expenses giving rise to the debts and liabilities, and Manager shall not be liable for any such obligations by reason of their management, supervision, direction and operation of the Property for Owner. Manager may inform third parties with whom they interact with on behalf of Owner of Manager's limited liability in accordance with this Agreement and may take any other reasonable steps to carry out the intent of this section.

3. Equipment and other Personal Property. Owner owns equipment and personal property at the Property for use at the Property. Manager does not assume any ownership interest in the personal property by entering into this Agreement and agrees to account for all the property in the event this Agreement is terminated. All purchases of any acquired personal property will be that of the Owner and paid for by the Owner.

4. Budgets and Operations Account.

(a) During the term of this Agreement, Manager shall (i) prepare all operating budgets for the Property, and (ii) manage of the day to-day affairs of the Property. Manager shall prepare and submit annual operating budget, cash flow projection and capital budget (the "**Budget**") to Owner for its review, by June 1 of each calendar year. Owner shall provide input to Manager on the Budget and the parties shall work collaboratively to approve the upcoming calendar year Budget by July 1 (the "**Approved Budget**"). If the parties fail to negotiate an Approved Budget for the upcoming year by July 1, the Approved Budget shall be unchanged from the prior calendar year until such time as Owner approves a new Budget. Owner agrees that the

Budgets are intended to be reasonable estimates; as such, Owner acknowledges that Manager has not made any guarantee, warranty or representation of any nature concerning the Budgets, gross receipts or operating expenses except that Manager shall use industry best-practices in preparing each budget.

(b) All revenues collected by Manager and Owner (including Owner's members, managers, employees, agents or representatives) in connection with the operation of the Property (excluding food and beverage) shall be deposited in a separate account (the "**Operations Account**") owned by Owner and maintained with a bank acceptable to Owner. The parties agree that agents of Manager shall be granted authority to draw checks from the Operations Account for all or part of any funds now or subsequently deposited and standing to Owner's credit in the Operations Account and shall likewise be authorized to endorse all checks that require the endorsement of Owner for deposit into such Operating Account. Owner (and Owner's Representative) shall not make any withdrawals from the Operations Account without first providing prior notice of any such withdrawal to Manager. Manager may withdraw from the Operations Account all disbursements that, under this Agreement, are to be made by Manager at the expense of Owner, including the Base Fee of Manager as provided in Section 5(a) and the Employee Expense Payment set forth in section 2(f). Manager will supply at Owner's request a complete copy of all disbursements, check withdrawals, cash analysis report, and payments made from the operations account. Any interest earned on funds deposited in the Operations Account shall be the property of Owner. Bank statements including copies of the cancelled checks for the Operations Account shall be subject to Owner's inspection at any time and for any reason. Owner acknowledges and agrees that all gross receipts and operating expenses of the Property shall be collected, received, handled and expended by Manager and Owner (and Owner's Representative) in accordance with the terms of this Agreement. Failure of Owner to provide the Operations Account with sufficient funds to pay for the operating expenses of the Property, Manager's Management fees and the Employee Expense Payment shall be a breach of this Agreement.

(c) All funds of the Owner generated from the Property shall be deposited into the Operations Account. If a shortfall in the Operations Account is reasonably anticipated by the Manager, it shall promptly notify the Owner's Representative and work with Owner and its management to ameliorate such shortfall or to prioritize payments by due date, necessity, consequences of a particular delayed payment and any other factors deemed relevant by Owner and Manager.

(d) The parties expressly agree that under no circumstances shall Manager be required to make any payment (or be liable for the failure to do so), even if such payment is contemplated by the Budget or directed by the Owner, to the extent that the balance of the Operations Account is insufficient to cover such payment. In the event the Manager shall nevertheless make any such payment the Owner shall promptly reimburse the Manager for the amount of such insufficiency.

(e) Major Proposals. From time to time, Manager shall submit to Owner or Owner's representative(s) for approval, proposals for major improvements, including, but not limited to, capital improvements. Manager shall secure Owner's prior written approval of all such Major Proposals. Major Proposals shall be those in which the anticipated cost is in excess of \$20,000. Manager shall, to the best of its ability, operate the Property in accordance with these procedures.

5. Management Fees.

Management Fee- As compensation for the services rendered by Manager under this Agreement, Owner agrees to pay Manager a Fixed Management Fee ("**Management Fee**") for each month this Agreement is in effect as described below. For purposes of this Agreement, "**Gross Revenue**" shall mean all receipts of any kind from operation of the Property except revenue from the sale of food and beverage, including, but not limited to, membership fees, green fees, cart rentals, range fees, and merchandise, rebates, rentals, and interest income. Revenues shall not include fees collected for golf, pickle ball, or other recreation private lessons to the extent such fees are paid out to the professional providing such lessons. Owner and Manager shall have the right to conduct lessons, schools and other activities at the Property and any fees paid for such lessons, schools, or other activities for Owner or Manager shall be included as "Gross Revenues". The Management Fee for its services to Owner shall be based on a percentage of the Gross Revenue of Owner generated at the Property. The Management Fee shall be equal to 4% of total Gross Revenue of the Property. For any partial month, the Management Fee shall be prorated. The Management Fee shall be calculated monthly based on the Property's financial package. The Management Fee shall be paid monthly by Owner to Manager and shall be due monthly within five calendar days of the Property's financial package being distributed to Owner. Manager shall be permitted to withdraw funds from the Operations Account to timely pay the Management Fee on a monthly basis.

Net Income Incentive Payment- In addition to the Management Fee set forth above, Owner shall pay to Manager a Net Income Incentive Payment as follows. At the conclusion of each fiscal year for the Property, Manager shall be entitled to a 50% share of any Positive Cash Flow generated from the Property for that fiscal year (the "**Net Income Incentive Payment**"). Positive Cash Flow is defined as a positive cash balance generated from operations at the Property (except food and beverage), calculated by taking the fiscal year Net Income for the Property (as reflected in the Property's financial package) and subtracting all equipment and golf cart operating lease and capital lease payments made for equipment and carts located at the Property during that fiscal year. If Net Income is negative for the Property, or if the cash flow of the Property is negative after deducting all of the Property's equipment and golf cart lease payments from the Net Income, Manager shall not be entitled to any Net Income Incentive Payment. If earned, Owner shall be required to pay Manager the Net Income Incentive Payment by the first day of the second month following the end of the fiscal year.

6. Travel Expense.

Owner understands that certain travel expenses (coach air fare), including mileage and reasonable accommodations, will be incurred by select employees of Manager, in connection with the performance of management duties hereunder. These expenses will be tracked by Manager in expense sheets and all receipts will be submitted to Owner for any incurred travel expenses. Whenever possible, Manager will seek approval from Owner before travel so that owner is aware of all travel expenses prior to them occurring. If the Owner feels travel expenses are excessive it has the right to request that travel cease by Manager.

7. Insurance.

(a.) Insurance required by Manager during the term of this contract and for a period of at least one year upon the expiration or cancellation of the management contract:

- i. Professional Management Liability with minimum limits of \$1,000,000. per claim.
- ii. Workers Compensation Insurance with statutory limits, and employer's liability with limits of at least \$500,000. each accident for bodily injury by accident; \$500,000. policy limit bodily injury by disease; and \$500,000. each employee limit for bodily injury by disease. Owner expressly agrees the Workers Compensation Insurance premiums associated with the on-site employees are included within the Employee Expense Payment set forth in Section 2(f) and shall be operating expense of the Property and shall be reimbursed by Owner.

(b.) The insurance required by Owner and in force during the term of this Agreement with all costs and premiums being an operating expense of the Property and an obligation of the Owner are as set forth below. Owner and Manager expressly agree that Manager may take efforts to procure the insurance set forth in this Section 7(b) by including any or all of the insurance coverages required by Owner in this Section 7(b) within Manager's insurance program. If Manager elects, in its sole discretion, to include any of the insurance coverages required by Owner in this section 7(b) within Manager's insurance program, Owner expressly agrees to reimburse Manager for all insurance premiums and expenses that arise from including any insurance coverages required in this section 7(b) within Manager's insurance program. Manager shall inform Owner if Manager includes any of the insurance required of Owner in Section 7(b) within Manager's insurance program.

- i. Commercial General Liability Insurance with limits of at least \$1,000,000. for each occurrence; \$1,000,000. any one person or organization for personal and advertising injury; General Aggregate other than products/completed operations \$2,000,000., and \$2,000,000. products and completed operations Aggregate Limit.
- ii. Commercial Auto Coverage, if applicable, with a limit of at least \$1,000,000. for any autos owned, leased or rented to OWNER during the term of this contract.

- iii. Property Insurance with value as determined by Owner on the buildings, equipment and contents as determined by Owner.
- iv. Liquor Liability Insurance with limits of at least \$1,000,000 per claim and \$1,000,000 aggregate.
- v. Umbrella Liability Insurance with limits of at least \$5,000,000 per claim and a \$5,000,000 aggregate.
- vi. Crime coverage shall be provided for employee dishonesty on a blanket basis with limits of at least \$100,000.
- vii. Manager shall be named as additional insured on General Liability, Liquor Liability, Auto, Crime and Umbrella insurance policies required by Owner in this Section 7(b). If Manager elects to include any insurance coverages required by Owner in this Section 7(b) within Manager's insurance program, Manager shall be the first named insured and Owner shall be listed as an additional insured. All policies required by Section 7(b) shall be primary and non-contributory.
- viii. All of the policies required by this Agreement shall include a waiver of subrogation in favor of the Manager.
- ix. Owner shall provide a certificate of insurance/evidence of property insurance to the Manager containing details on all of the above coverage prior to commencement of the Term.

(c.) All such insurance policies as required by all parties shall

- i. Be subject to the reasonable approval of Owner and Manager;
- ii. Be in form and substance reasonably satisfactory to Manager;
- iii. Be issued by insurance companies reasonably satisfactory to Owner and Manager, and

(d.) The insurance policies required in section 7, paragraph (a) shall be the full cost and expense of Manager, provided however, that all worker's compensation insurance costs associated with the on-site employees shall be reimbursed to Manager by Owner in the Employee Expense Payment pursuant to section 2f of this Agreement.

(e.) The insurance policies required in section 7, paragraph (b) shall be the full cost and expense of Owner. The Manager shall be empowered to pay this expense from the Operations Account. If Manager adds any of the insurance coverages required by Owner in 7(b) to Manager's insurance program, Owner shall pay Manager any premiums paid by Manager to include the Property within Manager's insurance program.

(f.) Owner agrees to waive all rights of subrogation against Manager, Manager's members, managers, employees, agents and representatives for all claims to the extent that such damages are covered by Owner's insurance or would have been covered but for the application of a deductible.

7. Mortgage and Taxes.

- (a) Manager shall prepare all required returns or other documentation and supervise payment from the Operations Account all property taxes, water and sewer charges, and other assessments levied against the Property and against any equipment or other property contained therein. If any such taxes, charges, or other assessments are payable in installments, Manager shall supervise payment of such installments as they become due.

8. Responsibility of Owner to Provide Information and Perform Other Acts.

- (a) Notwithstanding anything to the contrary contained in this Agreement, the Owner shall direct all receipts associated with the Property to the Operations Account so as to maintain the balance of the Operations Account in an amount sufficient to cover the monthly expenses of the Property (including, without limitation, the Management Fees and Employee Expense Payment obligations for the on-site employees) and any other expenses incurred in operating and maintaining the Property as set forth in this Agreement. The amount deposited in the Operations Account may increase or decrease from time to time, as receipts and expenses vary. If the balance in the Operations Account is insufficient to cover the Property's operating expenses, such payments shall be delayed as necessary; provided, however, that for Management Fees due and expenditures which are approved by Owner, Owner shall pay directly or promptly reimburse Manager for such fees and expenses and failure to do so within 10 days after written notice from Manager shall be a breach of this Agreement

9. Indemnification.

- (a) Manager agrees to indemnify, hold harmless and defend Owner and Owner's members, managers, employees, agents and representatives from any and all damage, liability or loss they may suffer as a result of claims, costs, demands or judgments against them from third party claimants (including, without limitation, reasonable attorney's fees and court costs) arising directly from Manager's gross negligence or willful misconduct. Notwithstanding anything contrary in this Agreement, Manager shall not be liable for indemnification pursuant to this Section 9(b) for liabilities resulting from the gross negligence or willful misconduct of Owner or its employees, members, managers, agents or representatives. Notwithstanding anything contrary in this Agreement, Manager shall not be liable for indemnification pursuant to this Section 9(b) for liabilities covered by insurance required to be maintained by Owner pursuant to Section 7 of this Agreement.

10. Food and Beverage. Owner and Manager expressly agree that Manager shall not manage the Property's food and beverage operations and any revenue, expenses or profits therefrom shall be excluded from operating revenue of the facility for all purposes, including the calculation of management fees, net income incentive payments, and the like.
11. Effective Dates and Cancellation.
- (a) This Agreement shall be effective as of January 1, 2023 and, unless sooner canceled in accordance with the express provisions of this Section 11, shall continue in full force and in effect until December 31, 2023. Thereafter, this Agreement shall be automatically extended for successive one-year periods, subject to the terms and conditions contained herein, unless either party delivers to the other, at least 30 days prior to the scheduled termination date of this Agreement, written notice of its election not to renew this Agreement.
 - (b) This Agreement may be terminated by Manager prior to the expiration of this Agreement set forth in provision 11(a) if, after written notice, the Owner fails to cure within ten (10) days the occurrence of any of the following: (i) Owner is insolvent or fails generally to pay its debts as they become due; (ii) a proceeding under bankruptcy, reorganization, arrangement of debt or receivership law is filed against Owner which proceeding is not dismissed within thirty (30) days of the date of its filing; (iii) a material violation of any term of this Agreement by Owner including the failure of the Owner to provide the Owner owned Operation Account with sufficient funds to meet the operating needs of the property or pay Manager its Management Fee.; (iv) Owner's commission of fraud, theft or the misappropriation of property perpetrated on Manager; (v) material interference by Owner in the Manager's performance of its duties under this Agreement; provided the Owner's, or the Owner's Representative's exercise any right granted to such party by this Agreement shall not constitute material interference; and (vi) the commission by Owner or any of its owners, managers, members or employees of any willful or intentional act which could reasonably be expected to materially injure the reputation, business or business relationships of Manager (other than with Owner). Notwithstanding anything to the contrary in this Agreement, if the Operations Account does not have sufficient funds to pay Manager the Payroll Invoice for a calendar month by the Second (2nd) day of that calendar month, Manager may immediately terminate this Agreement.
 - (c) Notwithstanding anything to the contrary herein, this Agreement may be sooner terminated by Owner if, after written notice, the Manager fails to cure within five (10) days the occurrence of any of the following: (i) Manager is insolvent or fails generally to pay its debts as they become due; (ii) a proceeding under bankruptcy, reorganization or receivership is filed by or against Manager, which proceeding (in the case of an involuntary proceeding) has not been dismissed within 30 days; (iii)

a material violation of any term of this Agreement by Manager; (iv) Commission of a fraud, theft or misappropriation of property by Manager.

- (d) Owner may terminate this Agreement at any time without cause by providing Manager with ninety (90) days written notice of its intent to terminate early. Owner shall notify Manager in its written notice of early termination whether Owner shall require Manager to continue to manage the Property during the early termination notice period. Owner shall be required to pay Manager its base Management Fee during the ninety (90) day notice period if it exercises its right of early termination provided in this provision 11(d) regardless of whether it requires Manager to manage the Property during the notice period. In addition, Owner shall be responsible for paying Manager a Net Income Incentive Payment calculated on a pro rata basis for the fiscal year in which the early termination occurs.
- (e) Manager may terminate this Agreement at any time without cause by providing Owner with ninety (90) days written notice of its intent to terminate early. Manager shall continue to manage the Property during the ninety (90) notice period unless Owner elects to not have Manager manage the Property any further by providing Manager written notice of its election to not have Manager manage the property during the ninety (90) day notice period following Manager's notice of early termination. Owner shall be required to pay Manager its base Management Fee during the ninety (90) day notice period if Manager exercises its right of early termination provided in this provision 11(e) regardless of whether it requires Manager to manage the Property during the notice period.

12. Governing Law. This Agreement shall be governed by the laws of the Florida without regard to its conflicts of law principles.

13. General Provisions.

- (a) This Agreement represents the entire agreement between the parties and supersedes all prior oral and written proposals, communications and agreements. This Agreement may be modified only by a written instrument signed by the both Owner and Manager.
- (b) This Agreement may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. Manager and Owner may consummate the Agreement contemplated herein upon the exchange of signed counterparts via electronic delivery whether by email or facsimile.
- (c) The relationship between Owner and Manager shall be and at all times remain that of owner and independent contractor, respectively. Neither Owner nor Manager

shall be construed or held to be a partner, limited partner, associate or agent of the other.

- (d) Severability. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless shall remain in full force and effect. The illegal or unenforceable provision or provisions shall be deemed amended to conform to applicable laws so as to be valid and enforceable provided such an amendment would not materially alter the intention of the parties.
- 14. Notice. Any notice required under the terms of this Agreement shall be valid in writing and delivered by hand, one day after deposit with an overnight mail courier, or three days after deposit with the U.S. Mail, certified, return receipt requested.
 - 15. Representations and Warranties of Owner. To induce Manager to enter into this Agreement, Owner makes the following representations and warranties to Manager:
 - a. Each of the Recitals set forth in this Agreement is true and correct.
 - b. Owner is a duly organized and validly existing company in good standing under the laws of the State of Florida.
 - c. Owner has power and authority and all legal rights to enter into and perform this Agreement. The officers of Owner executing this Agreement are duly and properly in office and fully authorized to execute this Agreement. This Agreement, when duly executed, ratified and delivered by the parties hereto, shall create a valid and binding obligation on the part of Owner
 - 16. Representations and Warranties of Manager. To induce Owner to enter into this Agreement, Manager makes the following representations and warranties to Owner:
 - (a) Each of the Recitals set forth in this Agreement is true and correct.
 - (b) GreatLIFE Golf LLC is a duly organized and validly existing company in good standing under the laws of the State of Delaware.
 - (c) Manager has power and authority and all legal rights to enter into and perform this Agreement. The officer executing this Agreement on behalf of Manager are duly and properly in office and fully authorized to execute this Agreement. This Agreement, when duly executed, ratified and delivered by the parties hereto, shall create a valid and binding obligation on the part of Manager, enforceable against Manager in accordance with its terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in multiple counterpart copies as of the date first above written.

OWNER

MANAGER

GreatLIFE Golf, LLC

By: _____

By: _____

Its: _____

Its: _____



Staff Report

CITY COUNCIL MEETING DATE: March 13, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 3/8/2023
SUBJECT: Ordinance 1919 - James Lee Blvd E Comprehensive Plan Amendment

BACKGROUND:

On January 11, 2023, staff received an application to amend the comprehensive plan and zoning designations for property located at 1299 James Lee Boulevard East.

The subject property is currently located inside the city limits 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 Residential (R) future land use designation for the property.

The Planning and Development Board recommended approval of the request on March 6, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Harvest Ministries International
C/O William Franklin
PO Box 688
Crestview, FL 32536
Parcel ID: 16-3N-23-0000-0013-0000
Site Size: 42.82 acres
Current FLU: Commercial (C)
Current Zoning: Commercial High-Intensity District (C-2)
Current Land Use: Church

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

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

		Use (MU) & Commercial Low-Intensity District (C-1)	
West	Mixed Use (MU) & Commercial (C)	Mixed Use (MU) & Commercial High-Intensity District (C-2)	Vacant

The subject property is currently developed for commercial use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential use.

Staff reviewed the request for a comprehensive plan amendment and finds the following:

- The proposed future land use map designation is compatible with the surrounding area.
- The proposed future land use map designation is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment does not involve a text change to goals, policies, and objectives of the comprehensive plan. It only proposes a land use change to the future land use map for a site-specific small-scale development.
- The subject property is not located within an area of critical state concern.

Courtesy notices were mailed to property owners within 300 feet of the subject property on February 13, 2023. An advertisement ran in the Crestview News Bulletin on February 23, 2023. Staff did receive written correspondence from the Lakes Largo Homeowner's Association regarding the rezoning component of this request, and it has been included for your reference and consideration.

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 comprehensive plan amendment were \$2,500.00. The cost of advertising was \$231.00.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1919 to second reading for adoption.

Attachments

1. Exhibit Packet

2. Planning & Zoning Mtg 6 Mar 2023

ORDINANCE: 1919

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM COMMERCIAL (C) TO RESIDENTIAL (R) ON APPROXIMATELY 42.82 ACRES, MORE OR LESS, IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AUTHORITY. The authority for enactment of this Ordinance is Section 2 of the City Charter, §163.3187 F.S., §166.021 F.S., §166.041 F.S. and the adopted Comprehensive Plan.

SECTION 2 – FINDINGS OF FACT. The City Council of the City of Crestview finds the following:

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Commercial (C) to Residential (R) on a parcel of land containing 42.82 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

SECTION 3 – PURPOSE. The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020." The amendment is described in Section 4 below.

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 42.82 acres of land, more or less, from Commercial (C) to Residential (R). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 42.82 acres, more or less, is known as Parcel 16-3N-23-0000-0013-0000 and commonly described as:

A PORTION OF LANDS LYING IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3178, PAGE 3925 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF PURL ADAMS AVENUE, SAID POINT ALSO BEING THE NORTHWEST

CORNER OF FAIR OAKS SUBDIVISION UNIT 1, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 95 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF PURL ADAMS AVENUE AND THE NORTHERLY BOUNDARY OF FAIR OAKS SUBDIVISION UNIT 1, EAST, 124.97 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY AND ALONG THE NORTHERLY BOUNDARY OF FAIR OAKS SUBDIVISION UNIT 1, S 48°38'03" E, 305.89 FEET TO THE NORTHEAST CORNER OF FAIR OAKS SUBDIVISION UNIT 1 AND THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2824, PAGE 3753; THENCE CONTINUE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, S 48°38'03" E, 31.89 FEET; THENCE S 69°13'21" E, 59.63 FEET; THENCE S 72°49'40" E, 145.16 FEET; THENCE S 81°51'43" E, 125.13 FEET TO THE NORTHEAST CORNER OF SAID LANDS, LYING ON THE WESTERLY RIGHT-OF-WAY BOUNDARY OF VICTORY LANE; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LANDS AND SAID RIGHT-OF-WAY BOUNDARY, S 12°14'37" W, 214.67 FEET TO THE SOUTHWEST CORNER OF VICTORY LANE; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF VICTORY LANE, S 74°50'54" E, 66.09 FEET TO THE SOUTHEAST CORNER OF VICTORY LANE, LYING ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2046, PAGE 845; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF VICTORY LANE, ALONG THE WESTERLY BOUNDARY OF SAID LANDS AND THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2824, PAGE 3753, S 13°05'07" E, 277.12 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2046, PAGE 845; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, N 77°11'53" E, 250.21 FEET TO A FOUND IRON ROD (NO ID) MARKING THE SOUTHEAST CORNER OF SAID LANDS, LYING ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 3629, PAGE 592; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LANDS AND THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2824, PAGE 3753, S 11°13'42" E, 63.73 FEET TO A FOUND IRON ROD AND CAP (NO ID) MARKING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2824, PAGE 3753 AND THE SOUTHWEST CORNER OF LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 3629, PAGE 592 FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING AND ALONG THE SOUTHEASTERLY BOUNDARY OF LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 3629, PAGE 592, N 50°31'32" E, 76.36 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 45°22'18" E, 121.71 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 45°05'41" E, 219.51 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 17°02'00" E, 199.54 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 34°17'24" E, 122.53 FEET TO A FOUND IRON ROD (NO ID) MARKING THE EASTERNMOST CORNER OF SAID LANDS; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID LANDS, N 27°56'31" W, 542.55 FEET TO A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHEAST CORNER OF SAID LANDS AND THE SOUTHEAST CORNER OF LANDS DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 3629, PAGE 592; THENCE CONTINUE ALONG THE NORTHEASTERLY BOUNDARY OF SAID LANDS, N 27°56'31" W, 245.78 FEET TO A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHEAST CORNER OF SAID LANDS AND LYING ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD #10 (US HIGHWAY #90); THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY, S 75°32'04" E, 81.29 FEET TO A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3158, PAGE 2357; THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY AND ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS,

S 27°56'31" E, 733.36 FEET TO A FOUND IRON ROD AND CAP (LB#7245) MARKING THE SOUTHERNMOST CORNER OF SAID LANDS; THENCE LEAVING THE SOUTHERLY BOUNDARY OF SAID LANDS, S 69°35'42" E, 546.25 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE S 81°14'13" E, 605.46 FEET TO A SET IRON ROD AND CAP (LB#7245) LYING ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2519, PAGE 3851; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LANDS AND THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3014, PAGE 1407, OFFICIAL RECORDS BOOK 3367, PAGE 3606, OFFICIAL RECORDS BOOK 3652, PAGE 1595, AND OFFICIAL RECORDS BOOK 3652, PAGE 1600, S 02°05'19" W, 1480.72 FEET TO A FOUND CONCRETE MONUMENT (NO ID) MARKING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3652, PAGE 1600 AND LYING ON THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF THE CSX RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY, N 61°15'55" W, 2234.47 FEET TO A FOUND IRON ROD AND CAP (LB#5024) LYING ON THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2824, PAGE 3753; THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY BOUNDARY AND ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, S 88°57'59" E, 171.91 FEET TO A FOUND IRON ROD AND CAP (LB#5024); THENCE N 83°43'35" E, 174.16 FEET TO A FOUND IRON ROD AND CAP (NO ID); THENCE N 50°30'51" E, 99.04 FEET TO THE POINT OF BEGINNING; CONTAINING 42.82 ACRES, MORE OR LESS.

The Residential (R) Future Land Use Category is hereby imposed on Parcel 16-3N-23-0000-0013-0000. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 16-3N-23-0000-0013-0000 thereon.

SECTION 5 – 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 6 – 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 7 – 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 8 – 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 9 – EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the amendment in compliance with §163.3184, F.S.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 27th day of March, 2023.

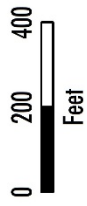
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 27th day of March, 2023.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

Public Lands (PL)

Residential (R)

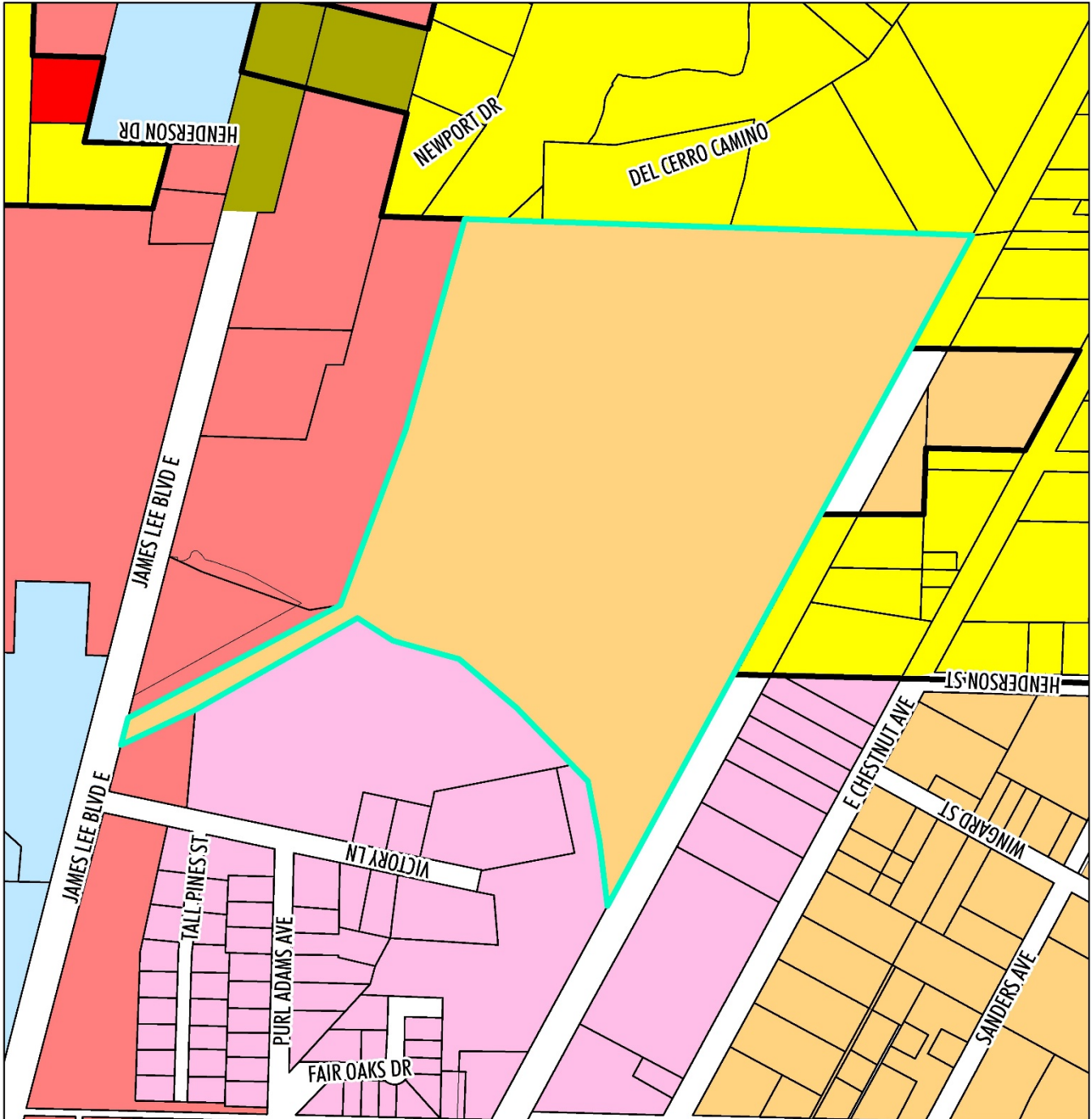
County Future Land Use

Commercial (C)

Low Density Residential (LDR)

Mixed Use (MU)

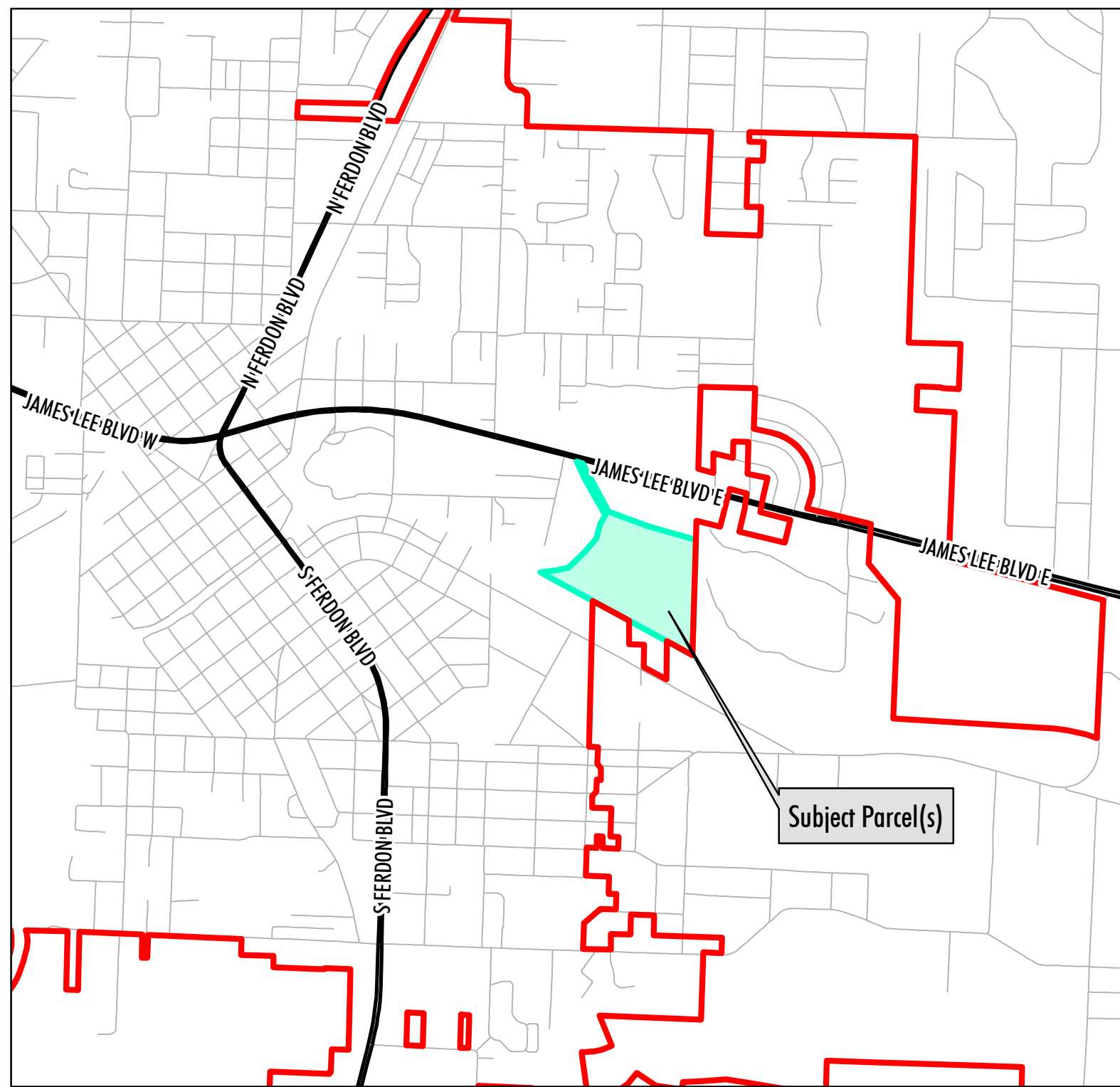
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



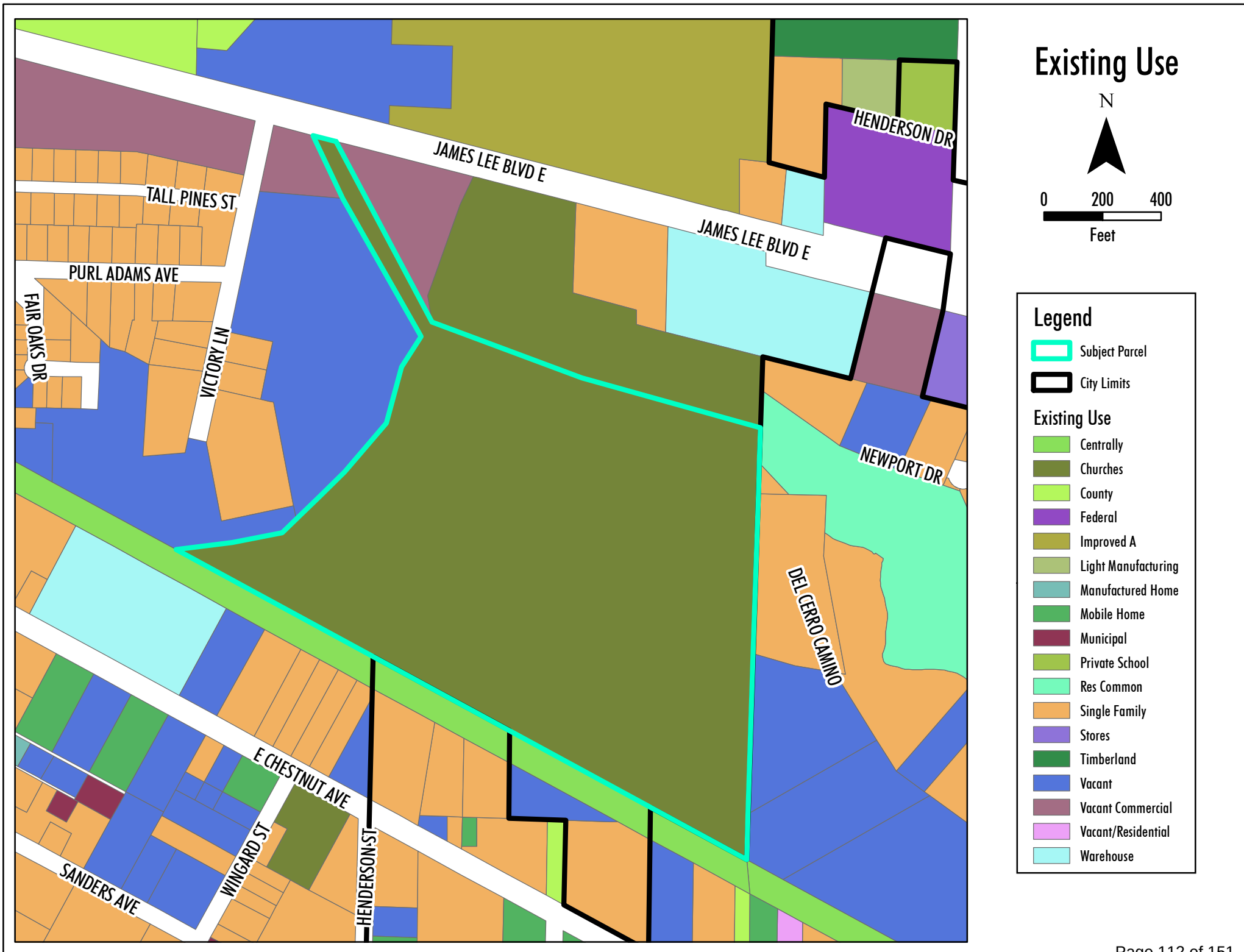
Vicinity Map



Not to Scale



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



Current Future Land Use



0 200 400
Feet

Legend

Subject Parcel

City Limits

City Future Land Use

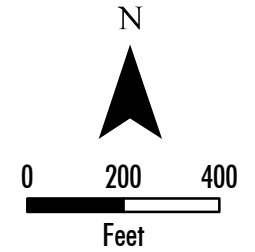
- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

- Commercial (C)
- Low Density Residential (LDR)
- 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

Current Zoning



Legend

Subject

City Limits

City Zoning

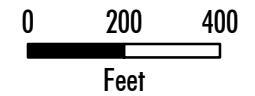
- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)
- General Commercial (C-3)

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 Future Land Use



Legend

 Subject Parcel

 City Limits

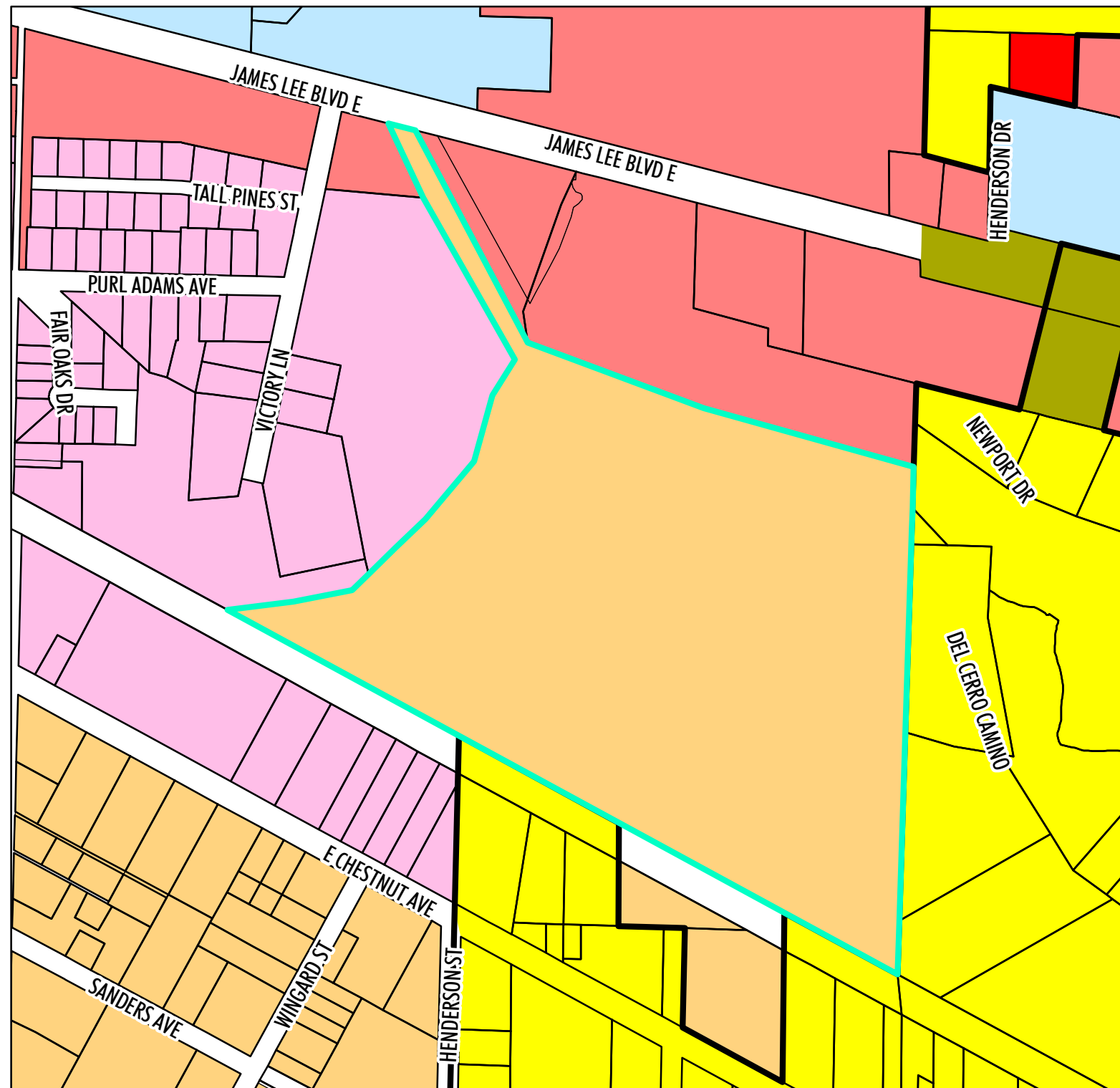
City Future Land Use

-  Commercial (C)
-  Industrial (IN)
-  Mixed Use (MU)
-  Conservation (CON)
-  Public Lands (PL)
-  Residential (R)

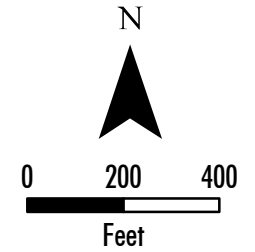
County Future Land Use

-  Commercial (C)
-  Low Density Residential (LDR)
-  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



Proposed Zoning



Legend

Subject Parcel

City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- 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)
- General Commercial (C-3)

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

Lakes Largo Homeowners Association (#N98000004785)

1 March 2023

5 Del Cerro Camino
Crestview, FL 32539

To: Community Development Services Planning and Zoning Division

From: Lakes Largo HOA (Parcel # 16-3N-23-0000-0032-003K)

Reference: Notice of Voluntary Annexation/Zoning Change Request (Parcel #16-3N-23-0000-0013-0000)

The Lakes Largo Homeowners Association owns approximately 29 acres of private Lakes and Damn area lying within the DEL CERRO VISTA S/D and adjacent to the Harvest Ministries parcel. The lakes are spring fed, originating upstream from the Harvest Ministries parcel and flowing down directly into our lake and Mill Creek which eventually deposits into the Shoal River. Multiple private residential properties border the lake located on Del Cerro Camino, Ponce De Leon Rd and Newport Dr in the Del Cerro Vista neighborhood in District 1, Okaloosa County. Many of the properties are 1 acre or larger in size and are designated Property Use Code RES COMMON (000900).

As concerned citizens, property owners, and caretakers of this fragile ecosystem already overburdened by unwanted and uncontrolled water runoff from surrounding areas we request the Planning and Development Board consider and address the following concerns prior to approval:

- Place priority on preservation and protection of the surrounding environment, and maintaining quality of life for nearby neighborhoods

-
- Zoning Density too high/not commensurate with surrounding residential areas
 - Detrimental effects from potential construction activity to include impacts from contamination, watershed runoff, environmental concerns and pollution
 - Flooding resulting from over/improper development, failure to control and maintain increased water runoff resulting from development
 - Inadequate ingress/egress to Hwy 90 contributing to traffic congestion/safety concerns

We strongly recommend the City Council address the above concerns, study potential impacts to the environment, significantly reduce the Zoning Density, conduct risk mitigation providing assurance that any/all approved development will provide adequate retention ponds and system of stormwater runoff that does include, contribute to or adversely impact an already overburdened stormwater condition in our community.

Sincerely,

Mark Lynch
Sec/Treasurer Lakes Largo HOA



Staff Report

CITY COUNCIL MEETING DATE: March 13, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 3/8/2023
SUBJECT: Ordinance 1920 - James Lee Blvd E Rezoning

BACKGROUND:

On January 11, 2023, staff received an application to amend the comprehensive plan and zoning designations for property located at 1299 James Lee Boulevard East.

The subject property is currently located inside the city limits 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 Single and Multi-Family Density Dwelling District (R-3) zoning designation for the property.

The Planning and Development Board recommended approval of the request on March 6, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Harvest Ministries International
C/O William Franklin
PO Box 688
Crestview, FL 32536
Parcel ID: 16-3N-23-0000-0013-0000
Site Size: 42.82 acres
Current FLU: Commercial (C)
Current Zoning: Commercial High-Intensity District (C-2)
Current Land Use: Church

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

Direction	FLU	Zoning	Existing Use
North	Mixed Use (MU) & Commercial (C)	Mixed Use (MU) & Commercial High-Intensity District (C-2)	Vacant
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Vacant
South	Okaloosa County Low Density Residential, Mixed Use (MU) &	Okaloosa County Residential-1, Single-Family Medium-Density	Vacant, Residential & Commercial

	Residential (R)	Dwelling District (R-2), Mixed Use (MU) & Commercial Low-Intensity District (C-1)	
West	Mixed Use (MU) & Commercial (C)	Mixed Use (MU) & Commercial High-Intensity District (C-2)	Vacant

The subject property is currently developed for commercial use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential 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 February 13, 2023. An advertisement ran in the Crestview News Bulletin on February 23, 2023. Staff did receive written correspondence from the Lakes Largo Homeowner's Association regarding this rezoning, and it has been included for your reference and consideration.

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 were \$750.00. There is no additional cost of advertising as the rezoning request was included in the advertisement for the comprehensive plan amendment.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1920 to second reading for adoption.

Attachments

1. Exhibit Packet
2. Planning & Zoning Mtg 6 Mar 2023

ORDINANCE: 1920

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 42.82 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE COMMERCIAL HIGH-INTENSITY DISTRICT (C-2) ZONING DISTRICT TO THE SINGLE AND MULTI-FAMILY DENSITY DWELLING DISTRICT (R-3) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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 42.82 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 42.82 acres, more or less, being formerly zoned Commercial High-Intensity District (C-2) with the Residential (R) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1919, is hereby rezoned to Single and Multi-Family Density Dwelling District (R-3) to wit:

PIN # 16-3N-23-0000-0013-0000

A PORTION OF LANDS LYING IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3178, PAGE 3925 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF PURL ADAMS AVENUE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF FAIR OAKS SUBDIVISION UNIT 1, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 95 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF PURL ADAMS AVENUE AND THE NORTHERLY BOUNDARY OF FAIR OAKS SUBDIVISION UNIT 1, EAST, 124.97 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY AND ALONG THE NORTHERLY BOUNDARY OF FAIR OAKS SUBDIVISION UNIT 1, S 48°38'03" E, 305.89 FEET TO THE NORTHEAST CORNER OF FAIR OAKS SUBDIVISION UNIT 1 AND THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2824, PAGE 3753; THENCE CONTINUE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, S 48°38'03" E, 31.89 FEET; THENCE S 69°13'21" E, 59.63 FEET; THENCE S 72°49'40" E, 145.16 FEET; THENCE S 81°51'43" E, 125.13 FEET TO THE NORTHEAST CORNER OF SAID LANDS, LYING ON THE WESTERLY RIGHT-OF-WAY BOUNDARY OF VICTORY LANE; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LANDS AND SAID RIGHT-OF-WAY

BOUNDARY, S 12°14'37" W, 214.67 FEET TO THE SOUTHWEST CORNER OF VICTORY LANE; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF VICTORY LANE, S 74°50'54" E, 66.09 FEET TO THE SOUTHEAST CORNER OF VICTORY LANE, LYING ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2046, PAGE 845; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF VICTORY LANE, ALONG THE WESTERLY BOUNDARY OF SAID LANDS AND THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2824, PAGE 3753, S 13°05'07" E, 277.12 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2046, PAGE 845; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, N 77°11'53" E, 250.21 FEET TO A FOUND IRON ROD (NO ID) MARKING THE SOUTHEAST CORNER OF SAID LANDS, LYING ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 3629, PAGE 592; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LANDS AND THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2824, PAGE 3753, S 11°13'42" E, 63.73 FEET TO A FOUND IRON ROD AND CAP (NO ID) MARKING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2824, PAGE 3753 AND THE SOUTHWEST CORNER OF LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 3629, PAGE 592 FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING AND ALONG THE SOUTHEASTERLY BOUNDARY OF LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 3629, PAGE 592, N 50°31'32" E, 76.36 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 45°22'18" E, 121.71 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 45°05'41" E, 219.51 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 17°02'00" E, 199.54 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 34°17'24" E, 122.53 FEET TO A FOUND IRON ROD (NO ID) MARKING THE EASTERNMOST CORNER OF SAID LANDS; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID LANDS, N 27°56'31" W, 542.55 FEET TO A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHEAST CORNER OF SAID LANDS AND THE SOUTHEAST CORNER OF LANDS DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 3629, PAGE 592; THENCE CONTINUE ALONG THE NORTHEASTERLY BOUNDARY OF SAID LANDS, N 27°56'31" W, 245.78 FEET TO A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHEAST CORNER OF SAID LANDS AND LYING ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD #10 (US HIGHWAY #90); THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY, S 75°32'04" E, 81.29 FEET TO A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3158, PAGE 2357; THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY AND ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, S 27°56'31" E, 733.36 FEET TO A FOUND IRON ROD AND CAP (LB#7245) MARKING THE SOUTHERNMOST CORNER OF SAID LANDS; THENCE LEAVING THE SOUTHERLY BOUNDARY OF SAID LANDS, S 69°35'42" E, 546.25 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE S 81°14'13" E, 605.46 FEET TO A SET IRON ROD AND CAP (LB#7245) LYING ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2519, PAGE 3851; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LANDS AND THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3014, PAGE 1407, OFFICIAL RECORDS BOOK 3367, PAGE 3606, OFFICIAL RECORDS BOOK 3652, PAGE 1595, AND OFFICIAL RECORDS BOOK 3652, PAGE 1600, S 02°05'19" W, 1480.72 FEET TO A FOUND CONCRETE MONUMENT (NO ID) MARKING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3652, PAGE 1600 AND LYING ON THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF THE CSX RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY, N 61°15'55" W, 2234.47 FEET TO A FOUND IRON ROD AND CAP (LB#5024)

LYING ON THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2824, PAGE 3753; THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY BOUNDARY AND ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, S 88°57'59" E, 171.91 FEET TO A FOUND IRON ROD AND CAP (LB#5024); THENCE N 83°43'35" E, 174.16 FEET TO A FOUND IRON ROD AND CAP (NO ID); THENCE N 50°30'51" E, 99.04 FEET TO THE POINT OF BEGINNING; CONTAINING 42.82 ACRES, MORE OR LESS.

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. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1919 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 27th day of March, 2023.

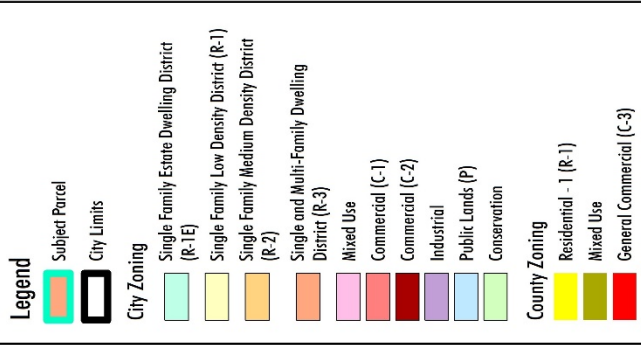
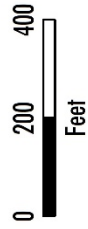
ATTEST:

Maryanne Schrader
City Clerk

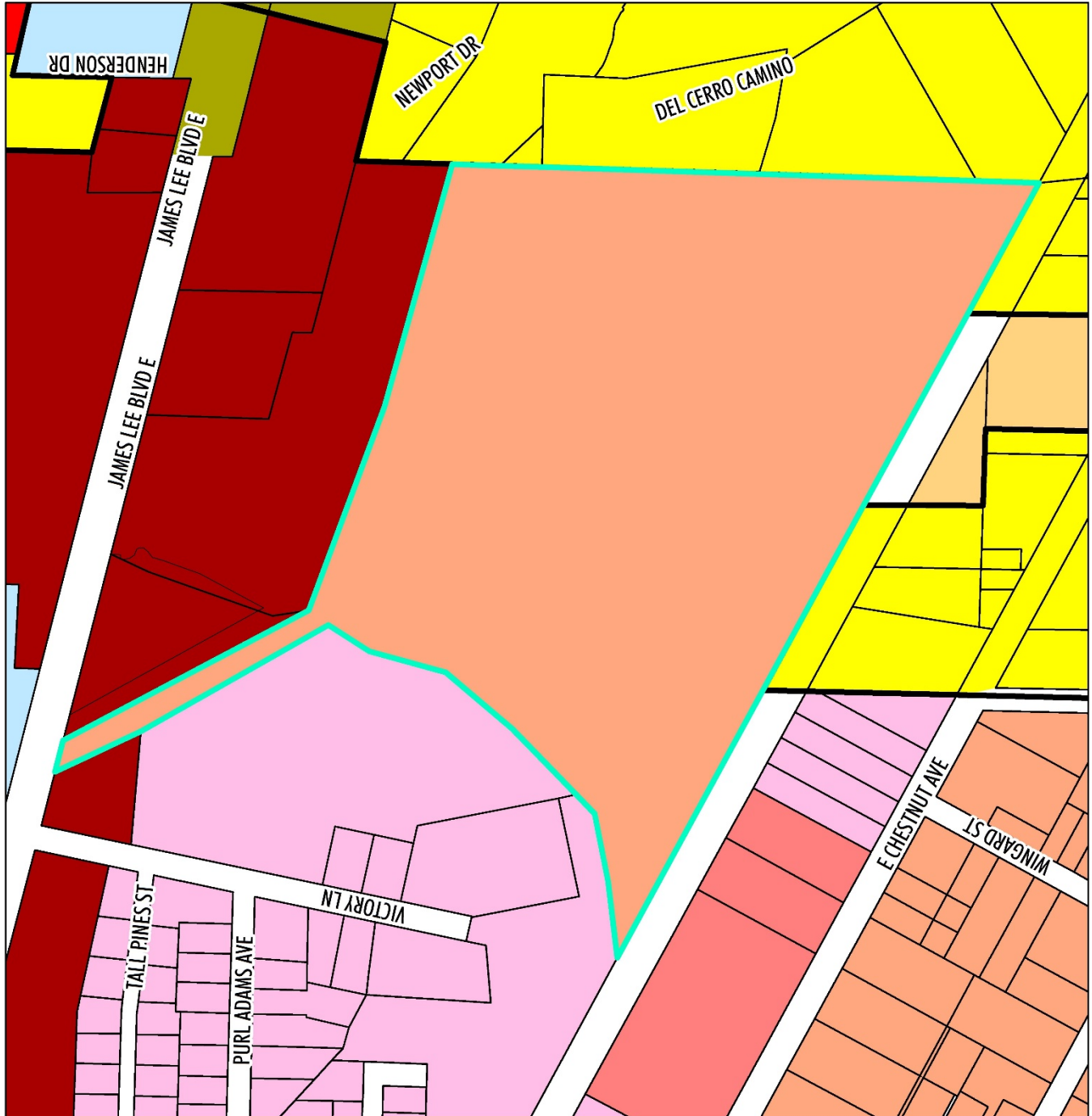
Approved by me this 27th day of March, 2023.

J. B. Whitten
Mayor

Adopted Zoning



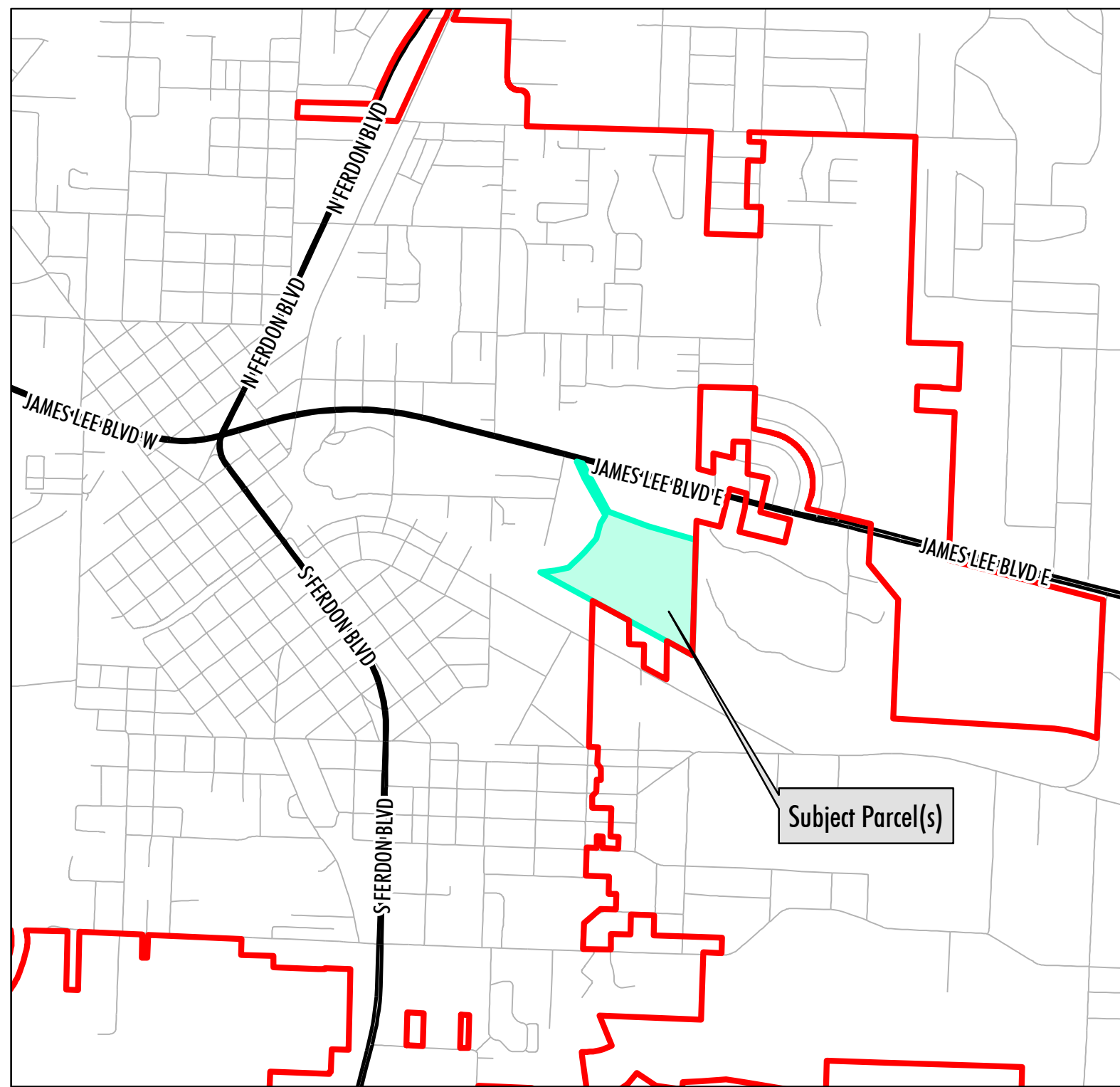
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



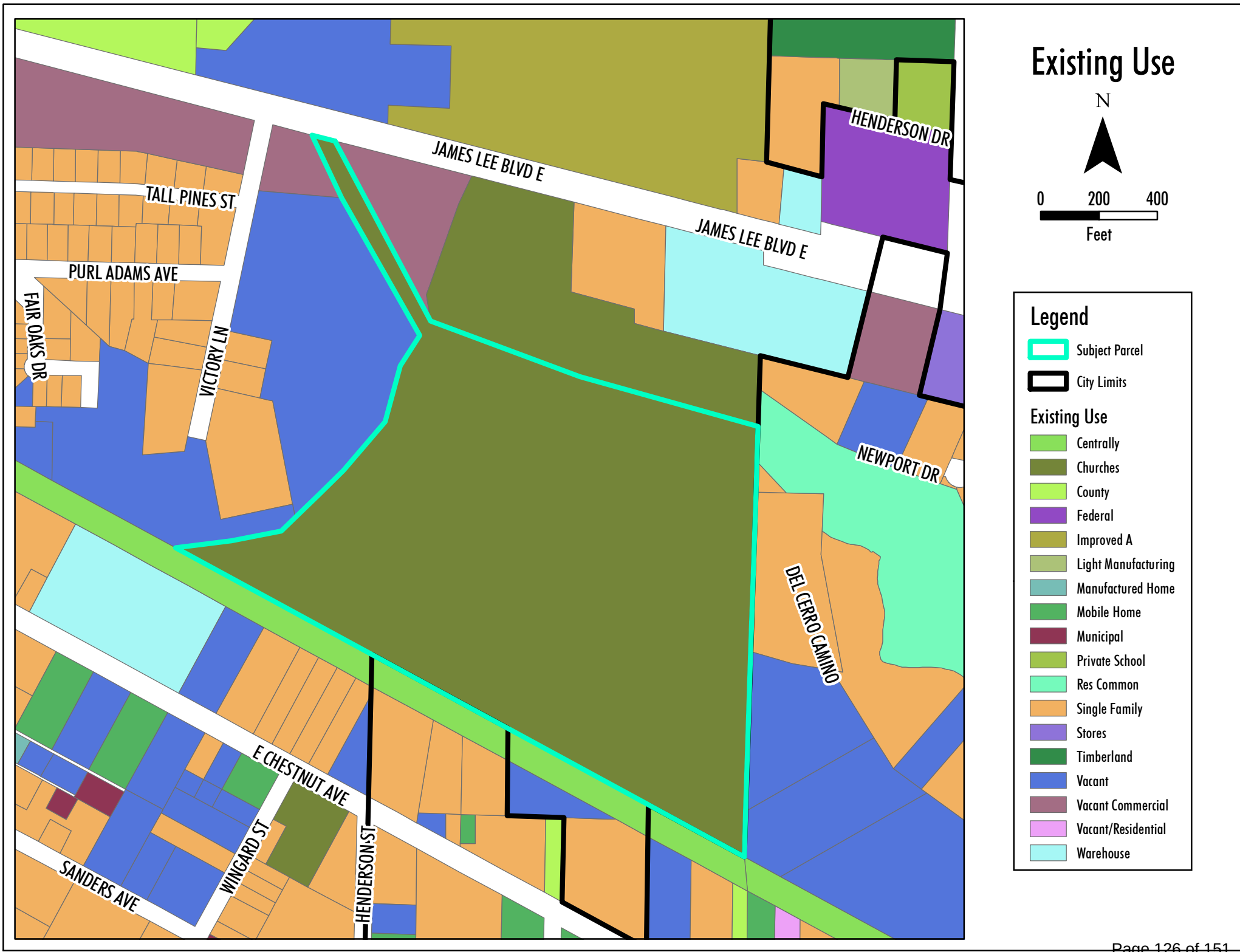
Vicinity Map



Not to Scale



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



Current Future Land Use



0 200 400
Feet

Legend

Subject Parcel

City Limits

City Future Land Use

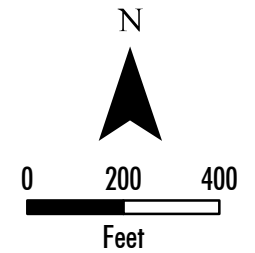
- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

- Commercial (C)
- Low Density Residential (LDR)
- 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

Current Zoning



Legend

Subject

City Limits

City Zoning

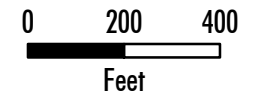
- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)
- General Commercial (C-3)

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 Future Land Use



Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

 Residential (R)

County Future Land Use

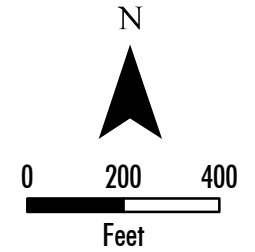
 Commercial (C)

 Low Density Residential (LDR)

 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

Proposed Zoning



Legend

Subject Parcel

City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- 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)
- General Commercial (C-3)

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

Lakes Largo Homeowners Association (#N98000004785)

1 March 2023

5 Del Cerro Camino
Crestview, FL 32539

To: Community Development Services Planning and Zoning Division

From: Lakes Largo HOA (Parcel # 16-3N-23-0000-0032-003K)

Reference: Notice of Voluntary Annexation/Zoning Change Request (Parcel #16-3N-23-0000-0013-0000)

The Lakes Largo Homeowners Association owns approximately 29 acres of private Lakes and Damn area lying within the DEL CERRO VISTA S/D and adjacent to the Harvest Ministries parcel. The lakes are spring fed, originating upstream from the Harvest Ministries parcel and flowing down directly into our lake and Mill Creek which eventually deposits into the Shoal River. Multiple private residential properties border the lake located on Del Cerro Camino, Ponce De Leon Rd and Newport Dr in the Del Cerro Vista neighborhood in District 1, Okaloosa County. Many of the properties are 1 acre or larger in size and are designated Property Use Code RES COMMON (000900).

As concerned citizens, property owners, and caretakers of this fragile ecosystem already overburdened by unwanted and uncontrolled water runoff from surrounding areas we request the Planning and Development Board consider and address the following concerns prior to approval:

- Place priority on preservation and protection of the surrounding environment, and maintaining quality of life for nearby neighborhoods

-
- Zoning Density too high/not commensurate with surrounding residential areas
 - Detrimental effects from potential construction activity to include impacts from contamination, watershed runoff, environmental concerns and pollution
 - Flooding resulting from over/improper development, failure to control and maintain increased water runoff resulting from development
 - Inadequate ingress/egress to Hwy 90 contributing to traffic congestion/safety concerns

We strongly recommend the City Council address the above concerns, study potential impacts to the environment, significantly reduce the Zoning Density, conduct risk mitigation providing assurance that any/all approved development will provide adequate retention ponds and system of stormwater runoff that does include, contribute to or adversely impact an already overburdened stormwater condition in our community.

Sincerely,

Mark Lynch
Sec/Treasurer Lakes Largo HOA



Staff Report

CITY COUNCIL MEETING DATE: March 13, 2023

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: 3/9/2023
SUBJECT: Ordinance 1921 Designating the Official Seal of the City of Crestview

BACKGROUND:

In researching the City Charter and Code of Ordinances, I was unable to locate any documentation or legislation officially designating the Official Seal for the City of Crestview or safeguarding the use.

DISCUSSION:

The purposed of this Ordinance is to designate an official municipal seal to be affixed on all official actions or documents of the City and to identify and authenticate documents. City Attorney Jonathan Holloway has reviewed the ordinance.

City Manager Tim Bolduc initially asked me to research whether we had a service mark for our city logo. I have since applied for a service mark for the city logo and am awaiting a response from the Florida Department of State. The ordinance designating the city seal is just the next step in the process.

This step underlines our goals and objectives that reinforces our Community Culture in developing our identity. If approved, the ordinance will be published no later than March 16, 2023 for consideration of adoption on March 27, 2023 in compliance with Fla. Stat. 166.041(3)(a).

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

n/a

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 1921 on First Reading and move to Second Reading for final adoption.

Attachments

1. Ordinance 1921 - City Seal Designation

ORDINANCE: 1921

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA DESIGNATING THE OFFICIAL SEAL OF THE CITY OF CRESTVIEW; PROVIDING FOR PENALTIES FOR UNAUTHORIZED USE; STANDARDS FOR PUBLIC USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Florida Statutes, section 165.043, which provides that a municipality may by Ordinance designate an official municipal seal to be affixed on all official actions or documents of the City and to identify and authenticate documents; and,

WHEREAS, the current corporate municipal seal has been in use for decades and the City Council wishes to designate its corporate seal as an official municipal corporate seal pursuant to section 165.043, which provides for adoption of the municipal seal by Ordinance; and,

WHEREAS, Florida Statute, Section 165.043 further provides that a seal so adopted shall be entitled to the protections afforded by that statute, including that the unauthorized use of the seal constitutes a misdemeanor of the second degree; and,

WHEREAS, the City Council of the City of Crestview finds that the seal of the City is an important representation of the unique characteristics of the City of Crestview, and that the seal should be protected as a matter of intellectual property to the fullest extent allowed by law, such that the general public may rely upon the display or representation of the municipal corporate seal as the official corporate municipal seal of the City; and,

WHEREAS, the City Council of the City of Crestview finds that regulating and prohibiting the unauthorized use of the City's designated seal serves an important municipal purpose.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF CRESTVIEW, FLORIDA:

Section 1. Official Corporate Municipal Seal: The following specimen seal of the City of CRESTVIEW is hereby adopted and designated as the official corporate seal of the City of Crestview, Florida:

Section 2. Affixation of Seal: Wherever it shall be necessary for an official seal of the City of Crestview, Florida to be affixed to contracts, deeds, or other documents, the City Clerk shall affix the official seal to such contract, deed, or other document.

Section 3. Custodian of the City Seal: The City Clerk shall be the custodian of the City of Crestview corporate municipal seal and shall be authorized to affix the seal when required. Upon written notice by the City Clerk, the Deputy City Clerk or other designee is authorized by law to affix the city seal.

Section 4. Severability: Should the provisions of this Ordinance be declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall remain notwithstanding the invalidity of any part.

Section 5. Effective Date: This Ordinance shall be effective upon final adoption.

Passed and adopted by the City Council of Crestview, Florida on the ____ day of _____ 2023.

Approved this ____ day of _____ 2023.

J. B. Whitten, Mayor

ATTEST:

Maryanne Schrader, City Clerk

**CITY OF CRESTVIEW
ORDINANCE 2023 - __**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW,
FLORIDA DESIGNATING THE OFFICIAL SEAL OF THE CITY; PROVIDING
FOR PENALTIES FOR UNAUTHORIZED USE; STANDARDS FOR PUBLIC USE;
PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF
ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, in accordance with Florida Statutes, section 165.043, which provides that a municipality may by Ordinance designate an official municipal seal to be affixed on all official actions or documents of the City and to identify and authenticate documents; and,

WHEREAS, the current corporate municipal seal has been in use for decades and the City Council wishes to designate its corporate seal as an official municipal corporate seal pursuant to section 165.043, which provides for adoption of the municipal seal by Ordinance; and,

WHEREAS, Florida Statute, Section 165.043 further provides that a seal so adopted shall be entitled to the protections afforded by that statute, including that the unauthorized use of the seal constitutes a misdemeanor of the second degree; and,

WHEREAS, the City Council of the City of Crestview finds that the seal of the City is an important representation of the unique characteristics of the City of Crestview, and that the seal should be protected as a matter of intellectual property to the fullest extent allowed by law, such that the general public may rely upon the display or representation of the municipal corporate seal as the official corporate municipal seal of the City; and,

WHEREAS, the City Council of the City of Crestview finds that regulating and prohibiting the unauthorized use of the City's designated seal serves an important municipal purpose.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF CRESTVIEW, FLORIDA:

Section 1. Official Corporate Municipal Seal: The following specimen seal of the City of CRESTVIEW is hereby adopted and designated as the official corporate seal of the City of Crestview, Florida:



Section 2. Affixation of Seal: Wherever it shall be necessary for an official seal of the City of Crestview, Florida to be affixed to contracts, deeds, or other documents, the City Clerk shall affix the official seal to such contract, deed, or other document.

Section 3. Custodian of the City Seal: The City Clerk shall be the custodian of the City of Crestview corporate municipal seal and shall be authorized to affix the seal when required. Upon written notice by the City Clerk, the Deputy City Clerk or other designee is authorized by law to affix the city seal.

Section 4. Severability: Should the provisions of this Ordinance be declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall remain notwithstanding the invalidity of any part.

Section 5. Effective Date: This Ordinance shall be effective upon final adoption.

Passed and adopted by the City Council of Crestview, Florida on the __ day of _____ 2023.

Approved this __ day of _____ 2023.

J. B. Whitten, Mayor

ATTEST:

Maryanne Schrader, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: March 13, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 3/9/2023
SUBJECT: Resolution Regarding a Comprehensive Fee Schedule Amendment - Sidewalk Fund

BACKGROUND:

On the 22nd of August 2022, Ordinance 1891 was adopted, making a number of revisions to the Land Development Code, including the requirement for contribution to the sidewalk fund. The sidewalk fund was established to provide for future sidewalk construction in lieu of installation of sidewalks that would not connect to an existing sidewalk network. On that same day, Resolution 2022-21 was adopted establishing a sidewalk fund contribution amount that would be based on the City's annual contract for sidewalk installation.

DISCUSSION:

Following adoption of the aforementioned Ordinance and Resolution, staff attempted to secure a contract for sidewalk installation via the RFP process, as well as attempting to piggyback with other municipal sidewalk contracts elsewhere.

In the interest of establishing a fair but effective contribution amount for developments that are currently underway, the Director of Operations as well as staff from the Public Services department each analyzed bid prices for sidewalk installation on past projects. These included two bid prices for a 4" thick sidewalk on PJ Adams, which were \$58.00 per square yard and \$59.41 square yard. Since the time that those amounts were bid, the price for sidewalks/concrete has steeply increased to about double that rate. Rounding each of those numbers to \$60.00, and doubling, resulted in \$120.00 per square yard, which equates to \$13.00 per square foot or \$65.00 per linear foot of 4" thick sidewalk at 5' sidewalk width. In order to avoid additional unexpected changes in material costs, there is also verbiage provided in the fee schedule language to take into account current material costs, should they change.

Staff believes that this amount is an accurate estimate that we can revisit annually to keep up with increasing costs as necessary.

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

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

This resolution will establish a sidewalk fund contribution that can consistently be implemented in future development review to fund the future construction of City sidewalks.

RECOMMENDED ACTION

Staff respectfully requests adoption of Resolution 2023-7.

Attachments

None

RESOLUTION: 2023- 7

**A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA,
AMENDING THE COMPREHENSIVE FEE SCHEDULE TO REVISE
THE SIDEWALK FUND CONTRIBUTION AMOUNT; PROVIDING FOR
SEVERABILITY; PROVIDING FOR REPEAL OF ALL RESOLUTIONS
OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH AND
PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1 – AUTHORITY. The authority for enactment of this resolution is Section 166.021 and Section 163.31801, Florida Statutes and Article I, Section 2 of the City Charter.

SECTION 2. That the Comprehensive Fee Schedule; Miscellaneous Fees, Sidewalk Fund Contribution, is hereby amended to read as follows:

Sidewalk Fund Contribution	Required where no adjacent sidewalk network exists for development to connect to. Equivalent cost per linear foot of sidewalks that would typically be required along the street frontage of subject property (Land Development Code Section 8.05.00).	Based on annual contract for sidewalk installation, per linear foot. <u>\$13 per square foot (\$65.00 per linear foot for 5' wide sidewalk), subject to cost of material at the time fund contribution is made</u>	Resolution 2022-21 <u>Resolution 2023-7</u>
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SECTION 3 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this resolution 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 resolution which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 4 – REPEALER. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

SECTION 5 – EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED IN REGULAR SESSION THIS 13th DAY OF MARCH, 2023.

APPROVED:

J. B. Whitten
Mayor

ATTEST:

Maryanne Schrader
City Clerk



Staff Report

CITY COUNCIL MEETING DATE: March 13, 2023

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Michael Criddle, Public Services Director, Tim Bolduc, City Manager
DATE: 3/9/2023
SUBJECT: Resolution Relating to the Florida Department of State Revolving Fund - Elevated Storage Tank

BACKGROUND:

The City of Crestview is requesting the Elevated Storage Tank Planning project be included in the State Revolving Fund loan program. The project involves the initial planning effort to evaluate expansion of the potable water system. The project will evaluate potential locations and sizes for the additional tank or tanks needed to continue expansion of the City's potable water system. Resolution 2023-8 is required by the State SRF program to ensure that the City Council is supportive of this initiative and that the public is notified.

DISCUSSION:

The SW State Road 85 Bypass is currently under construction through mostly undeveloped areas on the western side of the City of Crestview, and the City is projecting rapid residential and commercial growth along this new roadway upon its completion. In the current condition, the City does not have adequate water service in this area to meet those projected needs. The City is pursuing the planning and design of an elevated water storage tank to provide water storage capacity to supply water and fire protection to this area. All eligible sources of funding for the planning, design, and construction are being sought to ensure the City is able to meet the needs of the future. The SRF program meets a portion of these needs.

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

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The requested SRF loan amount is \$50,000 for planning and engineering.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Resolution 2023-8 which allows for application for SRF funding for this project.

Attachments

1. 2023-8_ElevatedWaterStorageTank_SRF

RESOLUTION: 2023- 8

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CRESTVIEW, FLORIDA, RELATING TO THE FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE
REVOLVING FUND (SRF), ADOPTION OF THE ELEVATED WATER
STORAGE TANK
PLANNING PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, The City Council of Crestview, Florida (The Council) hereby approves the submission of an application for an SRF low-interest loan (the Loan) for the Crestview Elevated Water Storage Tank Planning, hereby accepting the planning documentation and meeting other purposes; and

WHEREAS, SW State Road 85 Bypass is currently under construction through mostly undeveloped areas on the western side of the City of Crestview; and The City is projecting residential and commercial growth along this new roadway upon its completion; and The City currently does not have adequate water service in this area; and

WHEREAS, The City is pursuing the planning and design of an elevated water storage tank to provide water storage capacity to supply water and fire protection to this area; and

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the planning of elevated water storage tanks; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. DW46074 as eligible for available funding; and

WHEREAS, the City of Crestview, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

The City Manager is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the SRF Process.

SECTION 1: The Mayor is authorized to:

1. Certify that this public hearing was held on March 13, 2023; and
2. Certify that the financial planning information discussed at the public hearing is correct and that the City of Crestview has the capability to repay the loan; and
3. Certify that the project is in accordance with the City's Comprehensive Plan.

SECTION 2: The Mayor is further authorized to submit an application for an SRF loan for the project(s) to the FDEP and to furnish such information as they may request in connection with an application for the SRF loan, including assurances of financial capability to repay the loan.

SECTION 3: The Mayor is further authorized to execute any and all other necessary instruments in connection with obtaining the SRF loan for the project.

SECTION 4: The net water and sewer system revenues, including reconnection fees, after payments of all prior and senior liens, are pledged for the repayment of the loan.

SECTION 5: All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6: If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or

part of this Resolution.

Section 7. Effective Date

This Resolution shall take effect upon its approval and adoption by the City Council.

PASSED AND ADOPTED IN REGULAR SESSION THIS ___th DAY OF MARCH 2023.

APPROVED:

By: JB Whitten, Mayor

ATTEST:

Maryanne Schrader, City Clerk

RESOLUTION: 2023-8

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CRESTVIEW, FLORIDA, RELATING TO THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION (FDEP) STATE REVOLVING FUND
(SRF), ADOPTION OF THE ELEVATED WATER STORAGE TANK
PLANNING PROJECT, AND PROVIDING
FOR AN EFFECTIVE DATE

WHEREAS, The City Council of Crestview, Florida (The Council) hereby approves the submission of an application for an SRF low-interest loan (the Loan) for the Crestview Elevated Water Storage Tank Planning, hereby accepting the planning documentation and meeting other purposes; and

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2. Certify that the financial planning information discussed at the public hearing is correct and that the City of Crestview has the capability to repay the loan; and
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Section 7. Effective Date

This Resolution shall take effect upon its approval and adoption by the City Council.

PASSED AND ADOPTED IN REGULAR SESSION THIS __th DAY OF MARCH 2023.

APPROVED:

By: JB Whitten, Mayor

ATTEST:

Maryanne Schrader, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: March 13, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Doug Capps
DATE: 3/9/2023
SUBJECT: Ordinance Discussion - Ground-Mounted Solar Panels

BACKGROUND:

Currently, the Land Development Code does not contain requirements or restrictions explicitly pertaining to ground-mounted solar panels.

DISCUSSION:

Brought forward by Councilmember Doug Capps.

A draft ordinance has been prepared by staff to discuss this topic. The draft ordinance can be found attached to this item.

GOALS & OBJECTIVES

FINANCIAL IMPACT

No known impact.

RECOMMENDED ACTION

Staff respectfully requests direction regarding the draft language of this ordinance.

Attachments

None

ORDINANCE:

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING SECTION 2.02.00 – DEFINITIONS AND SECTION 7.01.00 – ACCESSORY STRUCTURES, OF THE CITY OF CRESTVIEW LAND DEVELOPMENT CODE TO DEFINE AND PROVIDE STANDARDS FOR GROUND MOUNTED SOLAR ENERGY SYSTEMS; PROVIDING FOR AUTHORITY; 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 The City of Crestview Land Development Code.

SECTION 2 – AMENDING SECTION 2.02.00 – DEFINITIONS, OF THE LAND DEVELOPMENT CODE. Section 2.02.00 of the Land Development Code is hereby amended with the addition of the following definition:

Ground-mounted solar energy system: A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground.

SECTION 3 - AMENDING SECTION 7.01.00 – ACCESSORY STRUCTURES, OF THE LAND DEVELOPMENT CODE. Section 7.01.00 of the Land Development Code is hereby amended with the addition of Section 7.01.05, as follows:

7.01.05 – Ground Mounted Solar Energy Systems

A. Placement:

1. A ground-mounted solar energy system shall be located only within a rear yard.
 2. The system shall be setback a minimum of seven and one-half (7.5) feet from any side or rear property line. Measurements for setback compliance shall be measured from the outermost edge of the structure (including the panels and/or associated mounting equipment) to the property line.
 3. The system shall not be located within any required buffer area, required landscape area, required parking lot landscaping, required parking spaces, stormwater management area, wetland buffer, driveway, or easement.
 4. If located in a floodplain project must comply with LDC Section 5.05.00.
- B. Maximum area coverage. A ground-mounted solar energy system shall be limited to a maximum of twenty-five (25) percent of the rear yard.
- C. Height standards. The maximum height of a ground-mounted solar energy system shall not exceed fifteen (15) feet as measured from the natural grade at the base of the structure to the highest point of the array or solar structure.
- D. Security. A minimum of a 6’ fence must be constructed in a way to eliminate unimpeded public access.

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 - 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 8 - 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 9 – 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 _____, 2023.

Approved by me this ____ day of _____, 2023.

J. B. Whitten, Mayor

ATTEST:

Maryanne Schrader, City Clerk