CITY OF CRESTVIEW
CITY COUNCIL

REGULAR COUNCIL MEETING

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.

REGULAR MEETING AGENDA
May 22, 2023
6:00 PM
CITY COUNCIL CHAMBERS

1. **Call to Order**
2. **Invocation, Pledge of Allegiance**
   - 2.1. Esme Graff, Ministry Leader - Crosspoint South
3. **Open Policy Making and Legislative Session**
4. **Approve Agenda**
5. **Presentations and Reports**
   - 5.1. Presentation of Awards - John Hamilton, VFW
   - 5.2. Recognition of Precision Leadership, LLC and Graduates
   - 5.3. Presentation of the City of Crestview Bulldog Award
   - 5.4. Proclamation declaring the week of May 21 - May 27, 2023 as Public Services Week
6. **Consent Agenda**
   - 6.1. Memorandum of Understanding – Staybridge Suites
   - 6.2. Crestview WWTP Effluent Reuse Master Plan
   - 6.3. Annual Paving Contract
   - 6.4. Approval of Minutes of May 8, 2023
7. **Public Hearings / Ordinances on Second Reading**
8. **Ordinances on First Reading**
9. **Resolutions**

9.1. Resolution 2023-09 Budget Amendment

9.2. Resolution 2023-10 Adoption of the Local Housing Assistance Plan

9.3. Resolution 2023-11 Fire Truck Lease Agreement

10. Action Items

10.1. Award of Solid Waste/Disposal Services Contract

11. City Clerk Report

11.1. Monthly Update

12. City Manager Report

12.1. Financial Update - Finance Director

12.2. Monthly Department Report - Administrative Services

13. Comments from the Mayor and Council

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.

CITY OF CRESTVIEW Item # 2.1.

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	4/26/2023
SUBJECT:	Esme Graff, Ministry Leader - Crosspoint South

BACKGROUND:
Area churches are invited to provide the Invocation.

DISCUSSION:
Invitations are routinely extended to area churches to provide the Invocation.

GOALS & OBJECTIVES
This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.
Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.
Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION
No action required.

Attachments

None

CITY OF CRESTVIEW Item # 5.1.

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	5/15/2023
SUBJECT:	Presentation of Awards - John Hamilton, VFW

BACKGROUND:

Presentation of the Firefighter and Law Enforcement of the Year Awards and a Lifesaving Award

DISCUSSION:

Life Saving Award- Barbara Beadle
Firefighter of the Year- Lieutenant Joseph Scott
Police Officer of the Year- Corporal Willie Butler

GOALS & OBJECTIVES

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

No action required.

Attachments

None

CITY OF CRESTVIEW Item # 5.2.

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jessica Leavins, Administrative Services Director
DATE:	5/18/2023
SUBJECT:	Recognition of Precision Leadership, LLC and Graduates

BACKGROUND:

The City of Crestview would like to recognize Cole Randall, founder and president of Precision Leadership LLC and the graduates of the Precision Leadership Leadershift program.

DISCUSSION:

The City of Crestview defines our core values as Teamwork, Respect, Adaptability, Communication, and Knowledge. The Leadershift program focuses on growing the knowledge and communication skills of participants by providing the essential tools to effectively lead, influence, and grow.

The city has sponsored seven employees to complete the program over the last year. The graduates include Animal Control Officer Kathryn Healey, CDS Director Barry Henderson, Lead Water Operator Nicholas McLeod, Fire Engineer Ryan Ashcraft, Animal Care Coordinator Melinda Moriarty, Lt. Shiloh Oxley, and Building Inspector Michael McGuire.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

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

Communication- To engage, inform and educate public and staff

FINANCIAL IMPACT

None

RECOMMENDED ACTION

The City Manager respectfully requests the Mayor and City Council recognize the important accomplishments of these team members.

Attachments

None

CITY OF CRESTVIEW Item # 5.3.

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Chance Leavins
DATE:	5/18/2023
SUBJECT:	Presentation of the City of Crestview Bulldog Award

BACKGROUND:

In January of 2023, Crestview High School (CHS) began a student of the month recognition program. This recognition aims to highlight students who exhibit characteristics of what it means to be an outstanding Crestview High School Bulldog. Traits that make a student worthy of recognition include but are not limited to leadership, perseverance, dedication, and selflessness. When a teacher witnesses a student exhibiting these traits, they then nominate the student. These nominations are reviewed by CHS administration, and a student of the month is selected.

The City of Crestview understands the value of recognizing members of our community that exemplify these traits and has partnered with CHS to spotlight these students as City of Crestview Bulldog Award winners.

DISCUSSION:

Mayor Whitten will recognize and congratulate the recipients. This recognition will include a certificate from the City of Crestview presented by the Mayor.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
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Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.
Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

None

RECOMMENDED ACTION

Staff respectfully requests that the City Council celebrate these accomplishments with these students.

Attachments

None

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	5/15/2023
SUBJECT:	Proclamation declaring the week of May 21 - May 27, 2023 as Public Services Week

BACKGROUND:

2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

DISCUSSION:

Mayor J.B. Whitten, designates the week of May 21–27, 2023 as National Public Works Week and urges all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make in protecting our national health, safety, and quality of life.

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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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

No action required.

Attachments

1. National Public Works Week Proclamation 5.4.2023

Proclamation

National Public Works Week Proclamation
May 21–27, 2023
"Connecting the World Through Public Works"

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the citizens of Crestview, Florida and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Crestview, Florida to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Mayor J.B. Whitten, do hereby designate the week of May 21–27, 2023 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make in protecting our national health, safety, and quality of life.

DULY PASSED AND ADOPTED ON THIS 22ND DAY OF MAY 2023

_____

Mayor JB Whitten
City of Crestview

Staff Report

CITY COUNCIL MEETING DATE: May 22, 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:	5/18/2023
SUBJECT:	Memorandum of Understanding – Staybridge Suites

BACKGROUND:

Staff received the initial application submittal for the Staybridge Suites project, a 102-room hotel, at 117 John King Road, on March 14, 2023. For commercial projects, Public Services staff reviews each project's traffic study or report, and any transportation related improvements proposed, to determine what improvements or contributions need to be made by the developer resulting from the impact of their proposed development, via a Memorandum of Understanding (MOU).

DISCUSSION:

For the Staybridge Suites project, Public Services staff reviewed the traffic study provided, resulting in the attached MOU. In this specific case, the MOU provides for the developer to participate in costs not to exceed the total amount of $8,400.00 to be held in escrow by the City of Crestview for proposed offsite roadway improvements that the City is constructing to mitigate traffic impacts. This cost was determined by an established per-trip cost based on the total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

This MOU, if approved, also needs to be signed by the Mayor and the City Clerk.

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.

Infrastructure – Satisfy current and future infrastructure needs.

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.

Safety – Ensure the continuous safety of citizens and visitors.

Mobility – Provide safe, efficient and accessible means for mobility.

FINANCIAL IMPACT

This MOU will provide funds to the City to construct improvements that will mitigate the traffic impact resulting from this development.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the attached Memorandum of Understanding to be sent to the Mayor and City Clerk for signature.

Attachments

1. Memorandum of Understanding Staybridge signed

MEMORANDUM OF UNDERSTANDING

May 4, 2023

Subject: **Staybridge Suites (the Development)**
City of Crestview, Florida & Grandeur Hospitality Investments, LLC (the Developer)

Based upon the City of Crestview Engineering Standards Manual Chapter 5.1, this Memorandum of Understanding is in reference to the proposed **Staybridge Suites** (the Development) and has been provided with the following acknowledgements:

- The Development generates significant traffic capacity impacts to the surrounding roadway network and no offsite roadway improvements are proposed as part of the Development.
- The City of Crestview is constructing offsite roadway improvements to mitigate traffic impacts.
- The developer shall participate in cost not to exceed the total amount of $8,400 to be held in escrow by the City of Crestview for these proposed improvements. This cost was determined by an established per trip cost based on total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

City of Crestview

BY: J.B. Whitten, Mayor

Maryanne Schrader, City Clerk

Grandeur Hospitality Investments, LLC

N.R. Patel

BY: Navnit Patel, Member

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Michael Criddle, Public Services Director
DATE:	5/18/2023
SUBJECT:	Crestview WWTP Effluent Reuse Master Plan

BACKGROUND:

The City of Crestview has experienced significant population growth in recent years and that growth has created the need to expand and build new residential communities. This growth has led to an increase in influent flow at the Crestview Wastewater Treatment Plant (WWTP). In addition, the expansion of the State Road (SR) 85 Bypass Road, the East-West corridor and a future community sports complex planned for construction on the existing effluent spray field will generate additional flows to the WWTP. Simultaneously, the loss of spray field area for the new sports complex will reduce overall effluent reuse capacity of the WWTP.

DISCUSSION:

The existing WWTP spray fields were initially impacted by the construction of the SR 85 Bypass Road and the East-West Connector roadway. The City is planning to redevelop the remaining spray fields for construction of a new community sports complex. To continue to provide wastewater services for the City's existing customers and the projected growth, the City will need to identify and construct new effluent reuse facilities. The Rapid Infiltration Basins (RIB) No. 6 project is currently in the design phase which will result in the construction of additional reuse capacity with the goal of offsetting the lost spray field capacity due to the road construction. The City's current plan is to expand the WWTP to a treatment capacity of approximately 6 MGD. Therefore, a total effluent reuse capacity of 6 MGD is needed. The existing RIBs and the proposed RIB No. 6 project will provide approximately 2 MGD of the needed capacity, leaving approximately 4 MGD of new reuse options needed. This Task Order will identify the potential land areas needed to offset the 4 MGD deficit.

GOALS & OBJECTIVES

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Play- Expand recreational and entertainment activities within the City

FINANCIAL IMPACT

As compensation for providing the services described in Article B. Scope of Services of this task order, the City shall pay Jacobs in accordance with Section 5 of the Agreement, on a time and material basis, an estimated amount of $90,270. The funding source is State Revolving Fund (SRF) project loan WW460720.

RECOMMENDED ACTION

Staff respectfully requests a motion approving the Mayor to sign Task Order 2023-07 in order to proceed with the WWTP Effluent Reuse Master Plan.

Attachments

1. Crestview TO 23-07 Effluent Master Plan

TASK ORDER 2023 - 07

THIS TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 3, 2021 (AGREEMENT), FOR THE CITY OF CRESTVIEW, FLORIDA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Professional Engineering and Consulting Services for the Crestview WWTP Effluent Reuse Master Plan

Article A. Purpose

The City of Crestview (CITY) has seen significant population growth in recent years and that growth has created the need to expand and build new residential communities. This growth has led to an increase in influent flow at the Crestview Wastewater Treatment Plant (WWTP). In addition, the expansion of the State Road (SR) 85 Bypass Road, the East-West corridor and a future community sports complex planned for construction on the existing effluent spray field will generate additional flows to the WWTP. Also, the loss of spray field area for the new sportsplex will reduce overall effluent reuse capacity of the WWTP.

In the surrounding areas there are potential options for the acquisition of property for additional RIBs, public access reuse and/or constructed infiltration wetlands. Additionally, the existing WWTP may need storage ponds for wet weather and reject storage based on the outcome of this evaluation. The purpose of Task Order 2023-07 is to authorize Jacobs Engineering Group Inc (Jacobs) to proceed with the professional engineering and consulting services for the planning and preliminary engineering required to identity and evaluate additional reclaimed water options, conduct survey(s), preliminary geotechnical investigations, and environment studies and to provide the information required to request Clean Water State Revolving Funds (SRF). Survey, geotechnical and environmental work will be authorized through an amendment to this task order. This information will be compiled in a planning document and submitted to SRF.

Article B. Scope of Services:

Project Understanding

The existing WWTP spray fields were initially impacted by the construction of the SR 85 Bypass Road and the East-West Connector roadway. The City is planning to redevelop the remaining spray fields for construction of a new community sports complex. To continue providing wastewater services for the City's existing customers and the projected growth, the City will need to identify and construct new effluent reuse facilities. The Rapid Infiltration Basins (RIB) No. 6 project is currently in the design phase which will result in the construction of additional reuse capacity with the goal of offsetting the lost spray field capacity due to the road construction. The City's current plan is to expand the WWTP to a treatment capacity of approximately 6 MGD. Therefore, a total effluent reuse capacity of 6 MGD is needed. The existing RIBs and the proposed RIB No. 6 project will provide approximately 2 MGD of the needed capacity leaving approximately 4 MGD of new reuse options needed.

The scope of services provided are detailed below.

Project Scope

Jacobs previously performed a site selection evaluation encompassing the undeveloped land surrounding the WWTP generally bordered by Highway 90 to the North, Interstate 10 to the South, SR 85 to the East, and Antioch Rd to the West. Jacobs also recently prepared a SR 85 Bypass Road Utilities Planning Document for the construction of new water, sewer, and effluent reuse transmission mains along the SR 85 Bypass Road. Under this project Jacobs will advance the two previously prepared studies based on the latest school and WWTP expansion goals to develop a comprehensive Effluent Reuse Master Plan for the City.

Jacobs will include and evaluate the following components within the master plan.

Treatment Needs:

Jacobs will evaluate effluent reuse needs and provide a recommendation for the design flows for public access reuse vs non-public access reuse. Jacobs will also evaluate the WWTP treatment and disinfection facilities to determine the feasibility of achieving the desired public access reuse design flows. A conceptual plan will be prepared outlining the WWTP improvement needs to achieve the selected public access and non-public access reuse design flows.

Effluent Reuse Sites:

The areas evaluated will be those properties outlined within the SR 85 Bypass Road Planning Document. It is assumed that property will be able to be acquired within the surrounding planning area; however, long term development goals for the City may impact its use in the future. Property within Eglin Air Force Base will also be included in the evaluation as a long-term reuse alternative. No additional areas or properties outside those specifically listed will be evaluated herein.

Jacobs will review and further evaluate the reuse sites and provide a recommendation for the preferred site(s) for the City to pursue acquisition from the applicable property owner.

Storage and Conveyance:

The master plan study will evaluate storage and conveyance needs to supply the selected sites. This may include separate conveyance for public access and non-public access reuse water conveyance dependent upon the determined WWTP treatment capabilities and feasibility of separating these flows. The recommendations provided under this study will be conceptual in nature to present the proposed design flows, storage volumes, etc. and will not include detailed equipment selections or design drawings.

Effluent Reuse Master Planning Document

Jacobs will compile the findings and recommendations from the effluent reuse evaluation into a comprehensive planning document for submission to the Florida Department of Environmental Protection Agency (FDEP). The Planning Document will be prepared in accordance with the State Revolving Fund (SRF) guidelines for the City to pursue funding through SRF or the Water Infrastructure Finance and Innovation Act (WIFIA).

It is assumed that the Planning Document will include a brief comparison of three (3) alternatives to satisfy the SRF planning document guidelines followed by a more detailed proposed outline of the proposed improvements. The proposed improvements are assumed to include WWTF improvements specifically needed to provide high level filtration and disinfection; proposed storage

and conveyance infrastructure within the WWTF out to the land application reuse sites; and conceptual site plans of the land application reuse sites.

A Draft of the Effluent Reuse Master Planning Document will be submitted to the City for review. A review meeting will be held with the City to discuss the City's review comments. Jacobs will then prepare a Final Effluent Reuse Master Planning Document incorporating the agreed upon comments.

Deliverables

Jacobs will provide the following deliverables as part of this Task Order:

- Draft Effluent Reuse Master Planning Document
- Final Effluent Reuse Master Planning Document

Assumptions and Specific Conditions

The following assumptions have been taken into consideration in the preparation of this Scope of Services and compensation. Should deviations from these assumptions be required to deliver the services described in this scope of services, the scope of work and compensation shall be modified accordingly and approved by the City in writing before any changes to this scope of services can be implemented or delivery of the original scope of services completed.

- The site selection evaluation will include the consideration of environmental impacts to potential threatened or endangered (T&E) species and wetlands. A detailed environmental assessment is not included in this Task Order and only a desktop investigation of T&E species will be performed for inclusion within the Planning Document per the SRF requirements.
- The site selection evaluation will include the consideration of subsurface soils and groundwater conditions for estimating the sites effluent reuse capabilities. A desktop investigation of available soils, surface waters, and groundwater elevations will be performed and utilized in the evaluation. No field survey, geotechnical testing, effluent reuse test basins, or groundwater modeling is included in this Task Order.
- It is assumed that a more detailed site evaluation will be performed following the preparation of this effluent reuse master plan for the selected parcel(s). The site evaluation may include topographic and property surveys, geotechnical investigations, field environmental surveys, effluent reuse test basin studies, and groundwater modeling. These field activities are not included in this project but may be included as an amendment to this Task Order or as part of a subsequent Task Order as agreed upon and directed by the City.
- It is assumed the City will be responsible for pursuing property acquisitions and easements based on the top recommended reuse property sites.
- It is assumed the drawings prepared in this project will consist of conceptual level site plans showing the selected properties, effluent reuse and treatment facilities, and storage and conveyance improvements. Typical section views may be prepared for effluent reuse

facilities or other components as deemed necessary to convey the design intentions. Detailed plan and section drawings will not be prepared at this stage of the project.

Article C. Project Schedule

Work will begin upon execution of this task order. A preliminary milestone schedule is shown below.

TABLE 1 – PRELIMINARY SCHEDULE
Site-Specific Field Studies for Wingard Property Infiltration System

Task	Projected Completion Date
Draft Effluent Reuse Master Planning Document	Within 12 weeks of NTP
Final Effluent Reuse Master Planning Document	Within 4 weeks of the Review Meeting

Article D. Compensation

As compensation for providing the services described in Article B. Scope of Services of this task order, the City shall pay Jacobs in accordance with Section 5 of the Agreement, on a time and material basis with a not-to-exceed amount of $90,270.

Article E. Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 2023-07. Communications between the parties and between Jacobs's subcontractors shall be through the Authorized Representatives:

For the City of Crestview, Florida	**For Jacobs Engineering Group Inc.**
Name: Michael Criddle	**Name:** Kevin Waddell
Address: P.O. Drawer 1209 Crestview, Florida 32536	**Address**: 25 W. Cedar Street, Suite 350 Pensacola, Florida 32502
Telephone: (850) 682-6134	**Telephone:** (850) 941-7279

Article F. Authorization:

Task Order 2023-07 is effective as of _____, 2023	
Accepted for CITY by:	**Accepted for Jacobs Engineering Group Inc. by:**
Name: J.B. Whitten	**Name:** Scott L Jernigan, P.E.
Title: Mayor	**Title:** Pensacola Area Market Lead

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Michael Criddle, Public Services Director
DATE:	5/18/2023
SUBJECT:	Annual Paving Contract

BACKGROUND:

The City of Crestview receives funds annually designated for street resurfacing. These funds are part of the Local Option Gas Tax.

DISCUSSION:

The designated street resurfacing funds available for this year will provide approximately 5,000 tons of asphalt. The securing of City Council approval now will prevent another price increase for asphalt that is scheduled for June 1st. The list of streets to be resurfaced is included as an attachment. The quoted prices include asphalt, tack and application of material.

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

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FINANCIAL IMPACT

The estimated cost to resurface the streets indicated on the attached list, totaling approximately 5,000 tons of asphalt is $732,740.00. This amount is a budgeted item in account number 001-1141-541.63.00, Streets Improvement.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the expenditure of funds for resurfacing of streets.

Attachments

1. Street Resurfacing 2022-2023

Street Supervisor
Allen Hallford
E-Mail: allenhallford@cityofcrestview.org
Telephone No. (850) 682-6132

CITY OF CRESTVIEW
Department of Public Services
715 Ferdon Boulevard North
Crestview, Florida 32536

Street Resurfacing 2022 - 2023

LOCATION	TONS	COST	TOTAL
Villacrest Dr (PJ Adams to Ego) 3850' x 24'	750		$111,630.00
Island Dr 750' x 24'	145		$22,315.00
W.Pine (N.Wilson to N.Main) 200' x 46'	75		$12,285.00
Cypress (Hwy 90 to E.First) 2050' x 24'	400		$60,240.00
Walden St. (Brock to E.Williams) 700' x 24'	130		$20,050.00
Crossland St. (Shortwell to Willams) 360' x24'	65		$11,035.00
Lee Ave. (Henderson to S.Pearl) 2000' x 24'	380		$57,330.00
E.Edney Ave. 1200' x 24'	235		$36,146.00
Wingard St. 1650' x 24'	330		$50,110.00
Sanders Ave. 810' x 30'	200		$31,100.00
Rayburn & Reed (S.Pearl to Chestnut) 2400' x 24'	460	Move to 2024 LIST.	
E.Griffith (Walnut to Chestnut) 330' x 24'	60		$9,860.00
Victory Ln. 1200' x 24'	220		$33,940.00
Hampton Dr. 630' x 24'	120		$18,480.00
Smith St. 2000 x 24'	380		$56,630.00
Dolittle Ave. 330' x 24'	60		$9,860.00
Patton St. 1400' x 24'	260		$40,090.00
E.Woodruff Ave. 300' x 24'	60		$9,820.00
Adams Dr. (Ridgelake to County) 1500' x 24'	290		$44,630.00
Holly Rd. 1600' x 22'	280		$43,120.00
Regent Rd. 460' x 24'	90		$14,740.00
Abbey Rd. 460' x 24'	90		$14,740.00
Courtney Ln. 800' x 24'	160		$24,590.00

TOTALS = 5,370

total $732,740.00

JAMES DAVID SITE PREP & UNDERGROUND, LLC

Baker, FL
Phone (850) 259-7901
Email: Jamesdavidsiteprep@gmail.com
pave@westfloridaasphalt.com

PROPOSAL

Date: 4/26/2023

Project: Villacrest Dr
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road (Adams to Ego)				
(3850' x 24')				
Tack	GAL	513	$10.00	$5,130.00
1" Asphalt Overlay	TON	750	$142.00	$106,500.00
			TOTAL	**$111,630.00**

This estimate is for ONLY items listed above and is based on quantities provided.

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Completion Date: The project will be completed in a timley manner. Delays may occur due to weather conditions, availability of materials, or any unforeseen conditions that may affect the work.

Contractor/ Contractor Agent Date

James David Site Prep & Underground, LLC 5-18-23 Date

JAMES DAVID SITE PREP & UNDERGROUND, LLC

Baker, FL
Phone (850) 259-7901
Email: Jamesdavidsiteprep@gmail.com
pave@westfloridaasphalt.com

PROPOSAL

Date: 4/26/2023

Project: Island Dr
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road (750' x 24')				
Tack	GAL	100	$10.00	$1,000.00
1" Asphalt Overlay	TON	145	$147.00	$21,315.00
			TOTAL	**$22,315.00**

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Baker, FL
Phone (850) 259-7901
Email: Jamesdavidsiteprep@gmail.com
pave@westfloridaasphalt.com

PROPOSAL

Date: 4/26/2023

Project: W Pine Ave
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Halliford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road (N. Wilson to N. Main)				
(200' x 46')				
Tack	GAL	51	$10.00	$510.00
1" Asphalt Overlay	TON	75	$157.00	$11,775.00
			TOTAL	**$12,285.00**

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Contractor/ Contractor Agent Date

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pave@westfloridaasphalt.com

PROPOSAL

Date: 4/26/2023

Project: Cypress Ave
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road (Hwy 90 to E First)				
(2050' x 24')				
Tack	GAL	274	$10.00	$2,740.00
Raise Manhole	EA	2	$350.00	$700.00
1" Asphalt Overlay	TON	400	$142.00	$56,800.00
			TOTAL	**$60,240.00**

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Contractor/ Contractor Agent Date

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PROPOSAL

Date: 4/26/2023

Project: Walden St
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road (Brock to E. Williams)				
(700' x 24')				
Tack	GAL	94	$10.00	$940.00
1" Asphalt Overlay	TON	130	$147.00	$19,110.00
			TOTAL	**$20,050.00**

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Contractor/ Contractor Agent Date

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pave@westfloridaasphalt.com

PROPOSAL

Date: 4/26/2023

Project: Crossland St
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road (Shortwell to Williams)				
(360' x 24')				
Tack	GAL	48	$10.00	$480.00
Raise Manhole	EA	1	$350.00	$350.00
1" Asphalt Overlay	TON	65	$157.00	$10,205.00
			TOTAL	**$11,035.00**

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PROPOSAL

Date: 4/26/2023

Project: Lee Ave
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road (Henderson to S. Pearl)				
(2000' x 24')				
Tack	GAL	267	$10.00	$2,670.00
Raise Manhole	EA	2	$350.00	$700.00
1" Asphalt Overlay	TON	380	$142.00	$53,960.00
			TOTAL	**$57,330.00**

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PROPOSAL

Date: 4/26/2023

Project: E Edney Ave
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(1200' x 24')				
Tack	GAL	160	$10.00	$1,600.00
1" Asphalt Overlay	TON	235	$147.00	$34,545.00
			TOTAL	**$36,145.00**

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Contractor/ Contractor Agent Date

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PROPOSAL

Date: 4/26/2023

Project: Wingard St
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(1650' x 24')				
Tack	GAL	220	$10.00	$2,200.00
Raise Manhole	EA	3	$350.00	$1,050.00
1" Asphalt Overlay	TON	330	$142.00	$46,860.00
			TOTAL	**$50,110.00**

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pave@westfloridaasphalt.com

PROPOSAL

Date: 4/26/2023

Project: Sanders Ave
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(810' x 30')				
Tack	GAL	135	$10.00	$1,350.00
Raise Manhole	EA	1	$350.00	$350.00
1" Asphalt Overlay	TON	200	$147.00	$29,400.00
			TOTAL	**$31,100.00**

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PROPOSAL

Date: 4/26/2023

Project: E Griffith Ave
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road (Walnut to Chesnut)				
(330' x 24')				
Tack	GAL	44	$10.00	$440.00
1" Asphalt Overlay	TON	60	$157.00	$9,420.00
			TOTAL	**$9,860.00**

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Baker, FL
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pave@westfloridaasphalt.com

PROPOSAL

Date: 4/26/2023

Project: Victory Lane
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(1200' x 24')				
Tack	GAL	160	$10.00	$1,600.00
1" Asphalt Overlay	TON	220	$147.00	$32,340.00
			TOTAL	**$33,940.00**

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Contractor/ Contractor Agent Date

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PROPOSAL

Date: 4/26/2023

Project: Hampton Dr
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road (Walnut to Chesnut)				
(630' x 24')				
Tack	GAL	84	$10.00	$840.00
1" Asphalt Overlay	TON	120	$147.00	$17,640.00
			TOTAL	**$18,480.00**

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PROPOSAL

Date: 4/26/2023

Project: Smith St
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(2000' x 24')				
Tack	GAL	267	$10.00	$2,670.00
1" Asphalt Overlay	TON	380	$142.00	$53,960.00
			TOTAL	**$56,630.00**

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pave@westfloridaasphalt.com

PROPOSAL

Date: 4/26/2023

Project: Doolittle Ave
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(330' x 24')				
Tack	GAL	44	$10.00	$440.00
1" Asphalt Overlay	TON	60	$157.00	$9,420.00
			TOTAL	**$9,860.00**

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pave@westfloridaasphalt.com

PROPOSAL

Date: 4/26/2023

Project: Patton St
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(1400' x 24')				
Tack	GAL	187	$10.00	$1,870.00
1" Asphalt Overlay	TON	260	$147.00	$38,220.00
			TOTAL	**$40,090.00**

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PROPOSAL

Date: 4/26/2023

Project: E Woodruff Ave
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(300' x 24')				
Tack	GAL	40	$10.00	$400.00
1" Asphalt Overlay	TON	60	$157.00	$9,420.00
			TOTAL	**$9,820.00**

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PROPOSAL

Date: 4/26/2023

Project: Adams Dr
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road (Ridgelake to County)				
(1500' x 24')				
Tack	GAL	200	$10.00	$2,000.00
1" Asphalt Overlay	TON	290	$147.00	$42,630.00
			TOTAL	**$44,630.00**

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PROPOSAL

Date: 4/26/2023

Project: Holly Road
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(1600' x 22')				
Tack	GAL	196	$10.00	$1,960.00
1" Asphalt Overlay	TON	280	$147.00	$41,160.00
			TOTAL	**$43,120.00**

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PROPOSAL

Date: 4/26/2023

Project: Regent Road
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Halliford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(460' x 24')				
Tack	GAL	61	$10.00	$610.00
1" Asphalt Overlay	TON	90	$157.00	$14,130.00
			TOTAL	**$14,740.00**

This estimate is for ONLY items listed above and is based on quantities provided.

James David Site Prep & Underground, LLC will provide all materials , labor and equipment to complete the above described work in a professional and workman like manner per plans and specifications identified below.Any changes in the plans or specifications will result in a change order to be signed before any additional work or changes are made.

Completion Date: The project will be completed in a timley manner. Delays may occur due to weather conditions, availability of materials, or any unforeseen conditions that may affect the work.

Contractor/ Contractor Agent Date

5-18-23
James David Site Prep & Underground, LLC Date

JAMES DAVID SITE PREP & UNDERGROUND, LLC

Baker, FL
Phone (850) 259-7901
Email: Jamesdavidsiteprep@gmail.com
pave@westfloridaasphalt.com

PROPOSAL

Date: 4/26/2023

Project: Abbey Road
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(460' x 24')				
Tack	GAL	61	$10.00	$610.00
1" Asphalt Overlay	TON	90	$157.00	$14,130.00
			TOTAL	**$14,740.00**

This estimate is for ONLY items listed above and is based on quantities provided.

James David Site Prep & Underground, LLC will provide all materials , labor and equipment to complete the above described work in a professional and workman like manner per plans and specifications identified below.Any changes in the plans or specifications will result in a change order to be signed before any additional work or changes are made.

Completion Date: The project will be completed in a timley manner. Delays may occur due to weather conditions, availability of materials, or any unforeseen conditions that may affect the work.

Contractor/ Contractor Agent Date

James David Site Prep & Underground, LLC 5-18-23 Date

JAMES DAVID SITE PREP & UNDERGROUND, LLC

Baker, FL
Phone (850) 259-7901
Email: Jamesdavidsiteprep@gmail.com
pave@westfloridaasphalt.com

PROPOSAL

Date: 4/26/2023

Project: Courtney Lane
Crestview FL

Name: City of Crestview
Address: 715 Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Allen Hallford

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Overlay Asphalt Road				
(800' x 24')				
Tack	GAL	107	$10.00	$1,070.00
1" Asphalt Overlay	TON	160	$147.00	$23,520.00
			TOTAL	**$24,590.00**

This estimate is for ONLY Items listed above and is based on quantities provided.

James David Site Prep & Underground, LLC will provide all materials , labor and equipment to complete the above described work in a professional and workman like manner per plans and specifications identified below.Any changes in the plans or specifications will result in a change order to be signed before any additional work or changes are made.

Completion Date: The project will be completed in a timley manner. Delays may occur due to weather conditions, availability of materials, or any unforeseen conditions that may affect the work.

Contractor/ Contractor Agent Date

James David Site Prep & Underground, LLC 5-18-23 Date

CITY OF CRESTVIEW Item # 6.4.

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Schrader
DATE:	5/17/2023
SUBJECT:	Approval of Minutes of May 8, 2023

BACKGROUND:
Routine Approval of Minutes

DISCUSSION:
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 May 8, 2023.

Attachments

1. 05082023 City Council Regular Meeting Minutes Draft

City Council Minutes - Draft
May 8, 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. Invocation

The Invocation was led by Elder Echols, as Reverend Ferguson was not available.

Mayor JB Whitten welcomed Girl Scout Troop 93004 and invited them to lead the Council in the Pledge of Allegiance.

3. Open Policy Making and Legislative Session

Mayor JB Whitten announced that there was a quorum.

4. Approve Agenda

Mayor JB Whitten called for action.

Motion by Mayor Pro -Tem Andrew Rencich and seconded by Councilmember Ryan Bullard 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 – No items presented.

6. Consent Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Douglas Capps and seconded by Councilmember Cynthia Brown 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 April 24, 2023 City Council Regular Meeting Minutes

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1930 - Ground Mounted Solar Panels

Planning Administrator Nicholas Schwendt presented Ordinance 1930 - Ground Mounted Solar Panels to the City Council explaining it is regarding standards for ground mounted solar panels. He reviewed the summary regarding options for solar

panels attached to structures mounted in the ground. He mentioned solar panels mounted on the ground may provide for easier installation and maintenance, as well as reducing potential impact and damage to existing roof structures. He then 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 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.

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

Motion by Councilmember Douglas Capps and seconded by Councilmember Joe Blocker to adopt Ordinance 1930 - Ground Mounted Solar Panels on Second Reading.
Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

8. Ordinances on First Reading – None brought forward.

9. Resolutions – None brought forward.

10. Action Items

10.1. Legacy Place Subdivision Preliminary Plat & Memorandum of Understanding
Planning Administrator N. Schwendt introduced the Legacy Place Subdivision Preliminary Plat and Memorandum of Understanding. He mentioned the initial application was received and reviewed by staff. He said there will be a change in the setback inconsistencies but will not affect the project as a whole. He went over the plans stating they are in compliance. A Memorandum of Understanding will need to be signed by the Mayor and City Clerk before the preliminary plat can move forward. He added a traffic study was conducted.

Mayor JB Whitten called for comment from the Council.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Cynthia Brown to approve the staff recommendation to approve the preliminary plat and approve the Mayor and City Clerk to sign the Memorandum of Understanding.
Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

10.2. Permission to Negotiate – Employee Assistance Program
Administrative Services Director Jessica Leavins explained that the city did not

receive bids and requested permission to negotiate the Employee Assistance Program in the absence of bids. The needs will be the same as what was outlined in the RFP.

Councilmember C. Brown asked if there may be several providers, and AS Director J. Leavins replied that it will be a managed care program. City Manager Tim Bolduc added the provider will provide services 24 hours a day. He added employee mental health is a needed service.

Councilmember Joe Blocker asked if it would be located within the city, and AS Director J. Leavins explained we have some employees or spouses that work outside the area, so bigger companies could provide better service.

City Manager Tim Bolduc added that Councilmember Ryan Bullard brought the issue to our attention, and Ryan Bullard added it is good to have local service, but the need is for a whole approach which is able to provide assistance anywhere. He would like to be on the selection committee to assist. City Manager Tim Bolduc said once we get a company selected, it will come back to full Council.

Mayor JB Whitten called for action.

Motion by Councilmember Joe Blocker and seconded by Councilmember Doug Capps to allow the city manager to negotiate with a provider for an Employee Assistance Program.
Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

11. City Clerk Report

City Clerk M. Schrader mentioned that the Code of Ordinances on the city website has been updated through Supplement 28 and the Land Development Code, through Supplement 1.

12. City Manager Report

City Manager Tim Bolduc invited the developer for Benchmark Crestview Commons forward.

Marty DelleBovi, Director of Benchmark Crestview Commons, said Florida is a major area for the company. He said he appreciated the cooperation from the city. He mentioned COVID was a setback, but the city helped them through the process. Fallen Heroes Way Road will open up the east/west connector. He went over some constraints with the FDOT partnership. He is confident they will open in May. The grand opening will be held in late June to early July.

In response to Councilmember Joe Blocker on what type of structure was included, Marty replied it is a mix of retail stores and restaurants.

Council complimented the company on the improvements to the community.

City Manager Tim Bolduc mentioned another project of placing a stage at Twin Hills over the water to show movies and hold concerts. The price is about $35,000 to build the deck and asked if Council wanted to move forward.

After discussion regarding safety, detracting from the downtown activities, the size of the deck at 24' x 32', access to power for food trucks, bands, etc., City Manager Tim Bolduc said he will do more assessment before bringing it back to the City Council.

Councilmember C. Brown asked about the biking/walking trail, and City Manager Tim Bolduc said the connection is still in the plan.

In response to Mayor Pro-Tem A. Rencich on an update of the downtown plan, City Manager Tim Bolduc replied he is speaking to the team on Thursday.

13. Comments from the Mayor and Council

Councilmember D. Capps attended the Military Installation Resilience Review kick-off recently and distributed a flyer explaining the program.

Councilmember R Bullard stated the gate at Twin Hills needs to be in the budget. He added the steep stairwell is a concern for safety. He also mentioned that he met with the fire department and went over some highlights. He also met with Finance and water/sewer. He added the sewer planning meeting was very informative.

Councilmember C. Brown suggested touring the wastewater treatment plant, as well and appreciates Jacobs. She said the Cinco de Mayo event was very good adding the Bush House is a great addition. She said the Public Service workers are doing a great job.

Councilmember Joe Blocker said the change of government should be commended. The city has come together.

Mayor Pro-Tem A. Rencich said community involvement was great in the "Force is Strong Week."

City Manager T. Bolduc received consensus on signing the letter to the Governor requesting approving the budget which includes three of our projects. He added we are requesting the Governor to attend the Grand Opening of the Crestview Commons.

Mayor JB Whitten said the National Day of Prayer which he hosted was successful, as well as the pet event this past weekend, which was held in conjunction with the County Health Department. Cinco de Mayo was great. He added the city is hosting the Okaloosa League of Cities next week at the Crossing. He added that on the 20th of May, Alex Barthe' will be talking about the emancipation. We will host the Movie Night at the Old Spanish Hill Park on May 27th. He added May Day and Memorial Day are coming up.

14. Comments from the Audience

David Wheeler came forward and commented on the Commons' project stating the economic impact helps us spend our dollars in our own community. It also brings

employment for both retail and management. He would like to see salary increases in our area.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 6:51 p.m.

Minutes approved this __ day of __, 2023.

_____
JB Whitten
Mayor

ATTEST:

_____
Maryanne Schrader
City Clerk
Proper notice having been duly given

CITY OF CRESTVIEW Item # 9.1.

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Resolution

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Wendy Buttke, Accountant
DATE:	5/18/2023
SUBJECT:	Resolution 2023-09 Budget Amendment

BACKGROUND:

The City Council adopted the Fiscal Year 2023 Operating Budget on September 21, 2022. Occasionally, it is necessary to amend the City's budget during the course of the year if the need arises.

DISCUSSION:

In Fiscal Year 2022, Council approved various projects in the Fiscal Year 2022 budget that were not completed at year-end. The main purpose of Budget Amendment 2023-09 is to include those incomplete projects in the Fiscal Year 2023 budget.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.
Financial Sustainability- Achieve long term financial sustainability

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

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Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The recommended budget amendment results in a total increase to the Fiscal Year 2023 budget by $5,988,860. The individual accounts affected are presented in Exhibit A.

RECOMMENDED ACTION

Staff respectfully requests City Council to approve Resolution 2023-09 - Fiscal Year 2023 Budget Amendment.

Attachments

1. Exhibit-A

RESOLUTION: 2023- 9

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING THE BUDGET TO MORE ACCURATELY REFLECT REVENUES AND APPROPRIATIONS. THE AMENDMENTS ARE THE RESULT OF VARIOUS PRIOR YEAR PROJECTS NOT COMPLETED IN FY 2022 THEREFORE ROLLING TO FY 2023, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City Council has determined that it is in the best interest of the City to amend its budget for the fiscal year 2023; and

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

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

1. The Budget is amended to accurately reflect estimated revenues and appropriations, a copy of which is attached hereto.

2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED IN REGULAR SESSION THIS 22ND OF MAY 2023.

CITY OF CRESTVIEW, FLORIDA

_____
JB Whitten, Mayor

Attest:

_____
Maryanne Schrader, City Clerk

RESOLUTION NO. # 2023-09

Council Notified @ Regular City Council Meeting February 27, 2023

FUND:			DEPARTMENT:		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0822-522-52-00	OPERATING SUPPLIES		76,146	4,875	81,021
001-0822-522-52-01	Uniforms		56,100	179,058	235,158
			LINE ITEM TOTAL---------	183,933	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F FUNDS - CASH		0	183,933	183,933
			LINE ITEM TOTAL---------	183,933	

COMMENTS/EXPLANATION: This PPE equipment was authorized by the City Manager on behalf of Council due to the urgency of the purchase. Council was notified at the regular Council meeting 2/27/2023.

FUND:	General		DEPARTMENT:	Building & Facility Maintenance	
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-2319-519-46-02	Repairs Buildings		170,252	2,243	172,495
					0
					0
			LINE ITEM TOTAL---------	2,243	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds - Cash			2,243	2,243
			LINE ITEM TOTAL---------	2,243	

COMMENTS/EXPLANATION: Door hardware repairs not made
PO 223334

FUND:	General Fund		DEPARTMENT:	IT	
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0416-512-52-00	Operating Supplies		134,320	21,265	155,585
			LINE ITEM TOTAL---------	21,265	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds - Cash			21,265	21,265
			LINE ITEM TOTAL---------	21,265	

COMMENTS/EXPLANATION: Computer hardware not purchased.
PO 223318

FUND:	General Fund		DEPARTMENT:	Animal Services	
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-1062-562-63-00	Improvements		0	11,230	11,230
			LINE ITEM TOTAL---------	11,230	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds - Cash		0	11,230	11,230
			LINE ITEM TOTAL---------	11,230	

COMMENTS/EXPLANATION: Security system for Animal Services not completed in FY 2022
PO 222979

FUND:	General Fund		DEPARTMENT:	Police	
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0721-521-52-00	Operating Supplies		71,685	13,849	85,534
001-0721-521-64-00	Equipment		241,140	2,077	243,217
					0
			LINE ITEM TOTAL---------	15,925	
ACCOUNT NUMBER	ACCOUNT DESCRIPTION		AMOUNT	AMOUNT	AMOUNT
001-0000-389-90-01	C/F Funds - Cash				0
			LINE ITEM TOTAL---------	15,925	

COMMENTS/EXPLANATION: Police vehicle upfitting and defibulators budgeted in FY 2022 but not purchased.
PO 222233
PO 223308

RESOLUTION NO. # 2023-09

FUND:	General		DEPARTMENT: Public Services Admin		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0510-519-46-03	Pubic Works Admin Software		0	9,566	9,566
			LINE ITEM TOTAL---------	9,566	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds - Cash		2,759,111	9,566	2,768,677
			LINE ITEM TOTAL---------	9,566	

COMMENTS/EXPLANATION: This is a project carryforward from FY2022 for an approved capital expenditure that was not completed for CMMS Software at year end. PO 222328

FUND:	General		DEPARTMENT: Streets		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-1141-541-63-00	Streets Improvements		834,656	399,272	1,233,928
001-1141-541-63-00	Streets Improvements		834,656	47,085	881,741
					0
			LINE ITEM TOTAL---------	446,357	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds - Cash		2,759,111	446,357	3,205,468
			LINE ITEM TOTAL---------	446,357	

COMMENTS/EXPLANATION: This is a project carryforward from FY2022 for an approved capital expenditure street resurfacing & striping that was not completed at year end. PO223346 & PO 223345

FUND:	General		DEPARTMENT: Streets		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-1141-541-64-00	Streets Equipment		363,019	35,480	398,499
001-1141-541-64-00	Streets Equipment		363,019	72,633	435,652
001-1141-541-64-00	Streets Equipment		363,019	102,932	465,951
001-1141-541-64-01	Streets Equipment		363,019	175,997	539,016
			LINE ITEM TOTAL---------	387,042	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds - Cash		2,759,111		2,759,111
			LINE ITEM TOTAL---------	387,042	

COMMENTS/EXPLANATION: This is a project carryforward from FY2022 for an approved capital expenditure related to streets equipment not yet purchased at YE

PO 223086 Hot Box Trailer PO 223151 Backhoe
PO 223393 Mini Excavator PO 223185 Dump Truck

FUND:	Capital Improvements		DEPARTMENT: Streets		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
332-1141-541-63-00	Streets Improvements		1,395,400	120,350	1,515,750
332-1141-541-63-00	Streets Improvements		1,395,400	29,068	1,424,468
332-1141-541-63-00	Streets Improvements		1,395,400	62,772	1,458,172
			LINE ITEM TOTAL---------	212,190	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
332-0000-389-90-01	C/F Funds - Cash		2,759,111	212,190	2,971,301
			LINE ITEM TOTAL---------	212,190	

COMMENTS/EXPLANATION: Capital Streets Projects related to Garden St. & Brookmeade/Redstone not completed in FY 2022

PO 222378 Engineering Brookmeade PO 222625 Garden St.
PO 222330 Engineering Redstone

RESOLUTION NO. # 2023-09

FUND:	Capital Improvements		DEPARTMENT: Sewer		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
332-1735-533-63-01	Improvements		2,710,000	486,892	3,196,892
332-1735-533-63-01	Improvements		2,710,000	9,663	2,719,663
332-1735-533-63-01	Improvements		2,710,000	113,245	2,823,245
332-1935-535-63-00	Improvements		4,350,000	22,373	4,372,373
332-2319-519-63-00	Improvements		722,353	14,830	737,183
332-2319-519-63-00	Improvements		722,353	12,000	734,353
			LINE ITEM TOTAL---------	659,003	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
332-0000-389-90-01	C/F Funds - Cash		2,759,111	659,003	3,418,114
			LINE ITEM TOTAL---------	659,003	

COMMENTS/EXPLANATION: Capital projects related to Foxwood Master lift, budgeted in FY 2022 Not Completed.

	PO	222829	223354
	PO	223348	
Wingard Property Engineering	PO	221757	
Brookmeade Park Project	PO	223044	PO 222764 Tennis Repairs

FUND:	Capital Improvements		DEPARTMENT: Sewer		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0311-511-61-00	Land		75,000	26,300	101,300
					0
					0
			LINE ITEM TOTAL---------	26,300	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds - Cash		2,575,178	26,300	2,601,478
			LINE ITEM TOTAL---------	26,300	

COMMENTS/EXPLANATION: Vinyard Village expendiures not completed in FY 2022 PO 223047

FUND:	Utility		DEPARTMENT: Water		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-1633-533-63-00	Improvements		0	20,383	20,383
440-1633-533-63-00	Improvements		0	347,034	347,034
440-1633-533-63-00	Improvements		0	20,415	20,415
440-1633-533-64-00	Equipment		0	57,322	57,322
			LINE ITEM TOTAL---------	445,153	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0000-389-90-01	C/F Funds - Cash				0
			LINE ITEM TOTAL---------	445,153	

COMMENTS/EXPLANATION: Antioch water tank & utility relocation projects from FY2022 not yet completed.

PO 222334 Relocate PJ Adames Lines	PO 222785 Arena Road Utility Relocation
PO 223349 Antioch Tank	PO 223111 Water Line Stop Equipment

FUND:	Utility		DEPARTMENT: Sewer		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-1735-533-46-00	Repairs & Maintenance		135,500	16,281	151,781
440-1735-533-63-00	Improvements		0	100,000	100,000
440-1735-533-52-00	Operating Supplies		45,000	2,140	
440-1735-533-64-00	Equipment		39,797	71,313	111,110
			LINE ITEM TOTAL---------	189,734	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0000-389-90-01	C/F Funds - Cash				0
			LINE ITEM TOTAL---------	189,734	

COMMENTS/EXPLANATION: Pump rebuild, Llyod St. suction pipe & sewer bypass pump projects not completed. As well as manhole covers not purchased.

PO 223184 125HP Pump Rebuild	PO 222782 Manhole Repair
PO 222333 Lloyd St. Suction Pipe	PO 223237 Sewer Bypass Pump

RESOLUTION NO. # 2023-09

FUND:	Utility		DEPARTMENT: Wastewater		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-1935-535-63-00	Improvements			2,447	2,447
440-1935-535-63-00	Improvements			34,340	34,340
440-1935-535-63-00	Improvements			325,449	325,449
			LINE ITEM TOTAL---------	362,236	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0000-389-90-01	C/F Funds		0	362,236	362,236
			LINE ITEM TOTAL---------	362,236	

COMMENTS/EXPLANATION: Lloyd St. Valce, Solids Handling Improvements & RIB 6 Design Not Completed.
PO 222314 Lloyd St. Valve Project PO 223352 RIB 6 Prelim
PO 222621 Solids Handling Improvements

FUND:	Utility		DEPARTMENT: Wastewater		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-1935-535-63-00	Improvements		0	273,000	273,000
440-1935-535-63-00	Improvements		0	3,963,177	3,963,177
					0
			LINE ITEM TOTAL---------	4,236,177	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0000-389-90-01	C/F Funds				0
			LINE ITEM TOTAL---------	4,236,177	

COMMENTS/EXPLANATION: Solids handling improvements & RIB 6 engineering not completed.
PO 223353 RIB 6 Engineering
PO 222376 Solids Handling Improvements

FUND:	General Fund		DEPARTMENT: Fire		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0822-522-52.00	Operating Supplies		76,146	33,994	110,140
001-0822-522-52-01	Uniforms		56,100	10,342	66,442
001-0822-522-63-00	Improvements		1,307,996	56,359	1,364,355
			LINE ITEM TOTAL---------	100,695	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds - Cash			100,695	100,695
			LINE ITEM TOTAL---------	100,695	

COMMENTS/EXPLANATION: Uniforms and SCBA bottles not purchased in FY 2022.
PO 222356 SCBA PO 223138 Fire Tower
PO 222761 Uniforms

Staff Report

CITY COUNCIL MEETING DATE: May 22, 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:	5/18/2023
SUBJECT:	Resolution 2023-10 Adoption of the Local Housing Assistance Plan

BACKGROUND:

In 1992, the Florida Legislature adopted the William Sadowski Affordable Housing Act, creating the State Housing Initiatives Partnership (SHIP) Program to expand affordable housing resources in the state. Previously, the City did not collect its allocation for SHIP funding, and it was deferred to Okaloosa County. As the City pursues the goal of improving the minimum housing standards for our citizens through code enforcement and blight removal, we see great value in programs that will assist homeowners and developers in purchasing, building, or rehabilitating housing that is considered affordable.

DISCUSSION:

In late January of 2023, Florida Housing Finance Corporation (FHFC) staff contacted City staff, spurring a discussion regarding eligibility for SHIP funding. After FHFC staff determined that we were eligible for the program, we began working with them to develop the necessary plans, exhibits, resolutions, and ordinances pertaining to our implementation of the SHIP program. FHFC staff has conditionally approved our Local Housing Assistance Plan, which is attached, and it is now necessary for the plan to be adopted by Council via this resolution.

The Resolution and Plan both use rigid templates and language required by the State. Our plan includes programs to assist in owner-occupied rehabilitation, purchase assistance, disaster recovery, construction of new single family housing units, and construction of affordable housing units. The programs within this plan will allow the City to assist in the creation of new affordable housing opportunities, as well as assist in increasing homeownership among low- to moderate- income persons and households.

GOALS & OBJECTIVES

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

Quality of Life- these areas focus on the overall experience when provided by the city.
Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The adoption of this plan will allow the City to receive SHIP funds from the State for use in affordable housing assistance.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution 2023-10.

Attachments

1. Attachment 1 - City of Crestview LHAP

RESOLUTION: 2023- 10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES;AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing;

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used;

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy;

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan;

WHEREAS, as required by section 420.9075, F.S. It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs;

WHEREAS, the staff has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation;

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Crestview to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

SECTION 1 – The City Council of the City of Crestview hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2023-2024, 2024-2025, 2025-2026.

SECTION 2 – The Mayor, City Manager, or designee is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local

Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

SECTION 3 – This resolution shall take effect immediately upon its adoption.

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

ATTEST:

_____
Maryanne Schrader
City Clerk

Approved by me this ____ day of _____, 2023.

_____
J. B. Whitten
Mayor

City of Crestview

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance)	

I. Program Details:

A. LG(s)

Name of Local Government	City of Crestview
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

All strategies will serve persons and households meeting the definition of Special Needs first. After Special Needs requirements are met, applications will be assisted for each strategy to meet the very low and low income set-asides. Once all set-asides have been met applications will be assisted for essential services personnel.

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The City of Crestview finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an*

eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	All Administrative Duties	10%
Third Party Entity/Sub-recipient		

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** Crestview will charge a reasonable project delivery cost to cover inspections, such as after-hours or third-party inspections, that are performed by non-city employees for owner occupied rehabilitation applicants only. The delivery cost will not exceed 5% of each total project cost and will be included in the amount of the recorded mortgage and note.

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: Crestview will, when economically feasible, employ the following Green Building requirements on rehabilitation projects:

a. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint;
b. Low-flow water fixtures in bathrooms – WaterSense labeled products or the following specifications:
    i. Toilets: 1.6 gallons/flush or less,
    ii. Faucets: 1.5 gallons/minute or less,
    iii. Showerheads: 2.2 gallons/minute or less;

c. Air conditioning: Minimum SEER of 14. Packaged units are allowed in studios and one-bedroom units with a minimum of 11.7 EER.

V. Describe efforts to meet the 20% Special Needs set-aside: The Special Needs set-aside will be met through all strategies, with particular attention given to the Owner Occupied Rehabilitation strategy to provide the opportunity for owner occupants to remain independent in their homes and maintain homeownership. The City will perform outreach to and partner with social service agencies serving the designated special needs populations to achieve the special needs set-aside.

Persons with special needs, as defined in F.S. 420.0004(13) means, "an adult requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under F.S. 409.1451(5); a survivor of domestic violence as defined in F.S. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program, the Supplemental Security Income (SSI) program, or from veterans disability benefits.

W. Describe efforts to reduce homelessness: The City partners with, and refers homeless persons to, local agencies and the local Continuum of Care for assistance and placement of persons and households in stable rental housing.

Under the Rental Development strategy, the City will seek set-asides of units specifically for homeless households, or households transitioning out of homelessness. The Owner Occupied Rehabilitation and Disaster Recovery strategies will assist in maintaining stable households that would otherwise be at-risk of becoming homeless.

Section II. LHAP Strategies:

A. Owner Occupied Rehabilitation	Code 3

a.	Summary: Funds will be awarded to repair owner occupied homes to alleviate code violations, health hazards and life and safety issues.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $30,000.00

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 5
4. Forgiveness: Loan will be forgiven at a rate of 20% per year of the term.
5. Repayment: None required as long as the loan is in good standing.
6. Default: For all awards, a default will be determined as: sale, transfer, or conveyance of property;

conversion to another use; failure to maintain standards for compliance as required by any of the funding sources.

If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process, if it is determined that adequate funds may be available to justify pursuing a repayment after assessing the value of the property.

In cases where the qualifying homeowner(s) die(s) during the loan term, the outstanding balance of the loan will be due and payable unless an heir meets the eligibility criteria, occupy, and fulfills the loan's terms and conditions.

If any of these occur, the outstanding balance will be due and payable.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, income groups, and then Essential Services Personnel as described in Section I. (I) of this plan.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Mobile and manufactured homes are not eligible.

B. Purchase Assistance	Code 2

a. Summary: Funds will be awarded for down payment and/or closing costs for new and existing homes.

Commented [RF1]: Is this strategy limited to first-time homebuyers only?

Commented [SN2R1]: This strategy is not limited to first-time homebuyers.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: Maximum award amount shall be as follows, based on income category of applicant:

Income Category	Maximum Award
Very Low	$40,000.00
Low	$30,000.00
Moderate	$20,000.00

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term: 10
4. Forgiveness: Loan will be forgiven at the end of the term
5. Repayment: None required as long as the loan is in good standing
6. Default: For all awards, a default will be determined as: sale, transfer, or conveyance of property;

conversion to another use; failure to maintain standards for compliance as required by any of the funding sources.

If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process, if it is determined that adequate funds may be available to justify pursuing a repayment after assessing the value of the property.

In cases where the qualifying homeowner(s) die(s) during the loan term, the outstanding balance of the loan will be due and payable unless an heir meets the eligibility criteria, occupy, and fulfills the loan's terms and conditions.

If any of these occur, the outstanding balance will be due and payable.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, income groups, and then Essential Services Personnel as described in Section I. (I) of this plan.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Loan will be awarded in the amount of money required in order to allow the homebuyer to qualify. The maximum will not be awarded in all cases.

Mobile Homes are not eligible.

C. Disaster Recovery	Code 5, 16

a. Summary: The Disaster Strategy aids households in the aftermath of a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be funded and implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:

1. Purchase of emergency supplies for eligible households to weatherproof damaged homes;
2. Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
3. Construction of wells or repair of existing wells where public water is not available;
4. Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
5. Security deposit for eligible recipients displaced from their homes due to disaster;
6. Rental assistance for eligible recipients displaced from their homes due to disaster.
7. Temporary rent and utility payments for up to 12 months for eligible tenants
8. Temporary mortgage and utility payments for up to 12 months for eligible homeowners
9. Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster.
10. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very Low, Low, and Moderate

d. Maximum award: $10,000.00

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance on a first qualified, first served basis, with priority for very low and low income households.

g. Sponsor Selection Criteria: N/A

h. Additional Information: If homeowner is insured, proceeds from the insurance must be used first before SHIP funds, except for the payment of the deductible.

Funds for disaster repairs will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster.

D. New Construction – Homeowner Housing Construction	Code 10

Summary: Funds will be awarded to eligible sponsors for new home construction.

SHIP funds may be awarded to a developer as a construction loan. The developer will construct the home and market to potential buyers. SHIP eligible costs include site acquisition, site development, replacement housing and new home construction.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very Low, Low and Moderate

d. Maximum award: $150,000 developer construction loan per unit A portion of this will be repaid to the City, another portion will pay for a developer's fee, and up to $50,000 will be passed on to the buyer as a deferred payment loan.

Commented [RD3]: How much can be passed through?

Commented [SN4R3]: Clarification added

e. Terms:

1. Sponsor:
   a. Repayment loan/deferred loan/grant: Deferred loan secured with a note and mortgage.
   b. Interest Rate: 0%
   c. Years in loan term: 18 months from initial contract.
   d. Forgiveness: N/A
   e. Repayment: Loan must be repaid upon the sale of individual homes to eligible homebuyer.
   f. Default: If any of the homes are not sold to qualified eligible homebuyers as determined and approved by the City within six (6) months after the final certificate of occupancy is issued, the developer or contractor will be required to repay the City the full amount of the City's investment for the construction of the home. When the home is sold to qualified, eligible homebuyers as determined and approved by the City within six (6) months after the final certificate of occupancy is issued, the Sponsor and Title Agent shall coordinate the loan closing with lender and closing agent to ensure the transfer of title from developer to homebuyer.

2. Homebuyer:
   a. Repayment loan/deferred loan/grant: Deferred loan secured with a note and mortgage.
   b. Interest Rate: 0%
   c. Years in loan term: 15 years.
   d. Forgiveness: The loan is forgiven at the end of the fifteen (15) year period.
   e. Repayment: None required as long as the loan is in good standing.
   f. Default: For all awards, a default will be determined as: sale, transfer, or conveyance of property; conversion to another use; failure to maintain standards for compliance as required by any of the funding sources.

      If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process, if it is determined that adequate funds may be available to justify pursuing a repayment after assessing the value of the property.

      In cases where the qualifying homeowner(s) die(s) during the loan term, the outstanding balance of the loan will be due and payable unless an heir meets the eligibility criteria, occupy, and fulfills the loan's terms and conditions.

      If any of these occur, the outstanding balance will be due and payable.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, income groups, and then Essential Services Personnel as described in Section I. (I) of this plan.

g. Sponsor Selection Criteria: Selection of a developer and/or sponsor will be based upon the procurement requirements of the City of Crestview Purchasing Manual, based on the project cost. Selection Criteria will include:

1. Locally-based non-profit and for-profit with an expertise in affordable single family housing construction and marketing units to very low income families

Commented [RD5]: We really prefer the Sponsor terms in a section then the homebuyer terms. It's much cleaner that way.

Commented [SN6R5]: Fixed.

Commented [RD7]: Better to say a specific time (18-24 months) from initial contract.

Commented [SN8R7]: Completed

Commented [RD9]: Need a copy or link to this document.

Commented [SN10R9]: Provided separately to Robert via email.

2. Previous experience of the organization
3. Amount leveraged funding the organization provides to the project
4. The financial capacity of the organization
5. Documentation of the agency's employment or planned employment of personnel from the Welfare Transition Program shall result in a priority for award of SHIP funds assuming the agency demonstrates capacity to implement the subject SHIP activity

Proposals will be evaluated by city planning staff or a committee comprised of city representatives to determine the agency or organization that will implement the strategy, in accordance with the City of Crestview Purchasing Manual. Final selection and contract approval will be provided in accordance with the City of Crestview Purchasing Manual. The developer/sponsor selected may participate for the full three-year LHAP period.

h. Additional Information: Eligible costs will include infrastructure expenses typically paid by the developer including, but not limited to, streets, roadways, parking areas, sidewalks, pathways, walkways, storm-drainage systems, sanitary sewer systems, water supply systems, water mains, connections, hydrants, meters, utility hookups and utility easements for telephone, cable, electric lines, and rights-of-way, and street lighting. Infrastructure expenses must be on-site and must be directly related to the housing being assisted with SHIP funds.

SHIP may pay for all soft costs associated with the development including, but not limited to, preliminary and Final Plat Review, Engineering Service Charges, Recording Fees, Site Plan Review Fees, Minor Review Fees, Surface Water License, Permit to Construct in Right-of-Way, Sewer and Water Installation Fee, Sewer and Water Plan Review, Wastewater License, Building Permits, Road Construction Agreement Review, Traffic Study/Action Plan Review, Environmental Impact Review, Surface Water Permit, Land Use Amendment Review, Septic Tank Permit, and Well Permit, Payment of Impact Fees.

SHIP may pay for hard costs typically or customarily treated as construction costs by institutional lenders or any other reasonable hard costs associated or involved with the development and or construction process.

E. Rental Development	Code 14, 21

a. Summary: Funds will be awarded to eligible sponsors for the development of affordable rental housing or special needs housing for eligible persons through acquisition of property and new construction of, and/or rehabilitation/redevelopment of existing rental units.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $100,000 per unit.

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred payment loan secured by Mortgage and Note or Deed Restriction.
2. Interest Rate: 0%
3. Years in loan term: 15 year minimum on all projects, and 20 year minimum on any new construction project co-funded with local HOME funds. A longer term may be considered if specifically required by HUD, FHFC, USDA Rural Development or other primary lender as a condition of project financing.
4. Forgiveness: As defined in the applicable mortgage and note. For deferred payment loans, a portion of the loan will be forgiven as follows provided the project is not in default of program requirements:

15 Year Loan	20 Year Loan
Years 0-4: No forgiveness	Years 0-4: No forgiveness
Years 5-9: 25%	Years 5-9: 25%
Years 10-14: 25%	Years 10-14: 25%
Year 15: 50%	Years 15-19: 25%
	Year 20: 25%

5. Repayment: None required as long as the loan is in good standing.
6. Default: As defined in the applicable mortgage and note or deed restriction, recapture of the outstanding loan balance of SHIP funds invested is required upon default. A default is the sale, transfer or conveyance of the property prior to term expiration; conversion to a non-approved use; failure to maintain standards for compliance as required by funding sources, including income eligibility or tenants and rent limits. The sale of properties assisted with SHIP funds shall require approval from the city council and shall be acceptable (without repayment) only if the subsequent owner(s) agree to meet any remaining rental, occupancy and affordability obligations established in the development agreement, mortgage and note, or deed restriction.

f. Recipient/Tenant Selection Criteria: Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, income groups, and then Essential Services Personnel as described in Section I. (I) of this plan.

g. Sponsor Selection Criteria: Sponsor Selection Criteria: Selection of a developer and/or sponsor will be based upon the procurement requirements of the City of Crestview Purchasing Manual, based on the project cost. Selection Criteria will include:
1. Locally-based non-profit and for-profit with an expertise in affordable single family housing construction and marketing units to very low income families
2. Previous experience of the organization
3. Amount leveraged funding the organization provides to the project
4. The financial capacity of the organization
5. Priority may be given to developments that serve targeted populations such as homeless persons, veterans, elderly households, or special needs households as defined in Section I.
6. Documentation of the agency's employment or planned employment of personnel from the Welfare Transition Program shall result in a priority for award of SHIP funds assuming the agency demonstrates capacity to implement the subject SHIP activity

Commented [RD11]: No grant allowed in this strategy.

Commented [SN12R11]: Corrected.

Proposals will be evaluated by city planning staff or a committee comprised of city representatives to determine the agency or organization that will implement the strategy, in accordance with the City of Crestview Purchasing Manual. Final selection and contract approval will be provided in accordance with the City of Crestview Purchasing Manual. The developer/sponsor selected may participate for the full three-year LHAP period. Selection of a developer and/or sponsor will be based upon responses to an advertised request for proposal.

h. Additional Information:

Eligible sponsors that offer rental housing for sale which have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

Commented [RF13]: There's no mention of monitoring or right of first refusal.

Commented [RD14R13]: Please add language regarding sale of development requiring right of first refusal.

Commented [SN15R13]: Information regarding right of refusal added. General monitoring information for rental development also found in Section I. O.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The city's Community Development Services Department policy allows for expedited affordable housing projects to the greatest extent possible, while meeting all local, state and federal regulations.

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The city shall route to the Affordable Housing Advisory Committee for review and comment any proposed policy, ordinance, regulation or plan provisions that could affect the affordability of housing no less than thirty (30) days prior to the first public hearing of any said policy ordinance, regulation or plan provision.

C. Other Incentive Strategies Adopted: N/A

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

F. Ordinance.

CITY OF CRESTVIEW Item # 9.3.

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Anthony Holland, Fire Chief, Gina Toussaint, Finance Director
DATE:	5/18/2023
SUBJECT:	Resolution 2023-11 Fire Truck Lease Agreement

BACKGROUND:

At the February 27, 2023 meeting, the Council was asked to secure pricing for two additional fire engines. The vendor needed the City's lease commitment to protect the cost. The council approved moving forward with this commitment.

DISCUSSION:

In May, 2016, the City entered into a lease agreement with PNC Equipment Finance, LLC (PNC) for the purchase of two fire engines. The final lease payment will be made in June, 2023. The new purchase would also be a lease through PNC. The total amount for the equipment is $1,604,093.66. This includes $200,000.00 for additional equipment to be installed on the fire engines. This would remain in escrow until such time as the equipment is installed. This is a seven-year lease with an annual payment of $221,706.38 commencing in April, 2024 and a balloon payment of $455,770.81 at the end of the lease. The interest rate is 5.02%. A resolution is required and must reflect the authorized signers.

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 will be approximately $222,000.00 on an annual basis for seven years and will be reflected in the fire department budget each fiscal year.

RECOMMENDED ACTION

Staff respectfully requests the approval of the attached lease agreement with PNC for the purchase of two new fire engines.

Attachments

1. Lease-Purchase Agreement - PNC

RESOLUTION: 2023- 11

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AUTHORIZING THE FINANCING OF FIRE EQUIPMENT IN THE AMOUNT OF $1,604,093.66 PROVIDING FOR PAYMENT OF SUCH FINANCING, MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Crestview is a political subdivision of the State in which the City of Crestview (The City) is located in the State of Florida, (the State) and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City Council of the City of Crestview is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Crestview.

WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease-Purchase Agreements (Leases) in the principal amount not exceeding the amount stated above for the purpose of acquiring the property (Equipment) to be described in the Leases is appropriate and necessary to the functions and operations of the City of Crestview.

WHEREAS, PNC Bank, National Association (Lessor) shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the City Council of the City of Crestview:

Section 1. Either one of the Mayor and the City Clerk (each an Authorized Representative) acting on behalf of the City, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the City Council, which document is available for public inspection at the office of the City of Crestview. Each Authorized Representative acting on behalf of the City of Crestview is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the City to execute and deliver agreements and documents relating to the Leases on behalf of the City of Crestview.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the City of Crestview as set forth therein.

Section 4. The City's obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the City's obligations under the Leases shall not constitute general obligations of the City of Crestview or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the City of Crestview reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than private activity bonds which are not qualified 501(c)(3) bonds) during the calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 2023.

_____
JB Whitten, Mayor

The undersigned City Clerk of the above-named City of Crestview hereby certifies and attests that the undersigned has access to the official records of the City Council of the City of Crestview, that the foregoing resolutions were duly adopted by said City Council of the City of Crestview at a meeting of said City Council and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Crestview, Florida, A Municipal Corporation

ATTEST:

_____
Signature of the City Clerk of City of Crestview

Print Name:_____ (SEAL)

Official Title: _____

Date: _____

LEASE-PURCHASE AGREEMENT 1194033-2
("Turn-In" Lease for Pierce Equipment)
Dated as of May 25, 2023

Lessee Name: City of Crestview, Florida, A Municipal Corporation

Lessee Street Address: 198 N. Wilson Street Crestview, FL 32536

1. **EQUIPMENT LEASE**. Subject to the terms of this Lease, Lessee leases the Equipment from PNC Bank, National Association ("Lessor"). This Lease's term ("Lease Term") begins on the date Lessor designates below (the "Acceptance Date") and, unless terminated early as expressly provided herein, continues until Lessee fully pays and performs all of its obligations hereunder.

2. **CERTAIN DEFINITIONS**. All terms defined herein apply equally to both the singular and plural form of such terms. (a) "Equipment" means the property described in the Schedule, together with all attachments, additions, accessions, improvements, replacements and substitutions thereto. (b) "Lien" means any security interest, lien, mortgage, encumbrance, attachment levy, other judicial process or claim of any nature whatsoever by or of any person. (c) "Lease" means this Lease-Purchase Agreement, together with the Schedule and the exhibits, schedules and addenda attached hereto and thereto and made a part hereof. (d) "Schedule" means the Schedule A-1 executed by Lessee and Lessor that is attached to this Lease.

3. **RENT PAYMENTS**. Lessee will pay to Lessor the rent payments as set forth in the Schedule ("Rent Payments"). Part of each Rent Payment represents the payment of interest as set forth in the Schedule. Lessee's obligation to pay Rent Payments, including interest therein, accrues as of the Accrual Date stated in the Schedule. Rent Payments will be paid in U.S. dollars, without notice or demand, at Lessor's office (or such other place as Lessor designates from time to time in writing). **EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 5, THE OBLIGATION TO PAY RENT PAYMENTS IS ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND IS NOT SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON**. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum legal amount.

4. **ACCEPTANCE; FUNDING CONDITIONS**. (a) **As between Lessee and Lessor, Lessee agrees that (i) Lessee has received and inspected all Equipment; (ii) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (iii) Lessee accepts all Equipment for purposes of this Lease "as-is, where-is"; and (iv) Lessee waives any right to revoke its acceptance**. (b) Lessor has no obligation to pay the Purchase Price of the Equipment as stated in the Schedule (the "Purchase Price") unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (i) Lessee has signed and delivered the Schedule; (ii) no Event of Default shall have occurred and be continuing; (iii) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings (collectively, the "Code"); (iv) no material adverse change shall have occurred in the Lessee's financial condition or any supplier of the Equipment; (v) all representations of Lessee herein remain true, accurate and complete; and (vi) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (A) evidence of required insurance coverage; (B) an opinion of Lessee's counsel; (C) reasonably detailed invoices for the Equipment; (D) Uniform Commercial Code (UCC) financing statements; (E) copies of resolutions by Lessee's governing body duly authorizing this Lease and incumbency certificates for the person(s) who have signed this Lease; (F) such documents and certificates relating to the tax-exempt interest payable hereunder (including, without limitation, IRS Form 8038G or 8O38GC) as Lessor may request; and (G) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor. Lessee authorizes Pierce Manufacturing Inc. ("Manufacturer") or its dealer to complete the manufacturer's statement of origin (MSO) and/or the certificate of title (COT) relating to the Equipment with Lessor's first sole Lien noted thereon and to deliver such MSO or COT directly to Lessor.

5. **TERMINATION FOR NON-APPROPRIATION**. (a) Lessee represents and warrants: that it has appropriated and budgeted the funds to make all Rent Payments for the remainder of the fiscal year in which the Lease Term commences and that it currently intends to make Rent Payments for the full Lease Term if funds are

appropriated for the Rent Payments in each succeeding fiscal year. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can, and will lawfully be, appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other legally appropriated funds. The Lease will not be a general obligation of Lessee and shall not constitute a pledge of either Lessee's full faith and credit or of Lessee's taxing power. (b) If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due hereunder and if other funds are not legally appropriated for such payments, a "Non-Appropriation Event" will be deemed to have occurred. If a Non-Appropriation Event occurs, then: (I) Lessee shall give Lessor immediate notice of such Non-Appropriation Event; (ii) on the Return Date, Lessee shall return to Lessor all of the Equipment, at Lessee's sole expense, in accordance with Section 19; and (c) the Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the Lease for which funds shall have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Schedule for each month that Lessee fails to so return the Equipment. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due hereunder.

6. **NO WARRANTY BY LESSOR**. Lessor hereby assigns to Lessee any assignable manufacturer's or supplier's warranties. Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. **The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS LEASE-PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY.** Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee's specifications from manufacturer's and suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of either is an agent of Lessor, (e) any warranty, representation, or agreement made by any manufacturer or supplier or any representative thereof shall not be binding upon Lessor, and (f) Lessor is paying the Purchase Price solely in connection with this Lease.

7. **TITLE; SECURITY INTEREST**. (a) Title to the Equipment is vested in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights hereunder including, without limitation, Sections 5, 18, and 19. (b) As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements. (c) "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable hereunder and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee hereunder.

(b) As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements. (c) "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable hereunder and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee hereunder.

8. **MAINTENANCE; OPERATION**. At its sole expense, Lessee will: (a) repair and maintain the Equipment in good condition and working order in accordance with manufacturer's instructions; (b) supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (c) use all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (d) comply with all laws and regulations relating to the Equipment. Lessor will not provide any maintenance or other service for any Equipment. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of the Equipment, but any such Improvements not removed prior to this Lease's termination shall automatically become part of the Equipment.

9. **LOCATION; INSPECTION**. The Equipment will not be removed from, or if the Equipment is rolling stock, its permanent base will not be changed from, the location specified in the Schedule (the "Location") without Lessor's prior written consent which will not be unreasonably withheld. The Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real estate or any building. Upon reasonable notice, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

10. **LIENS; SUBLEASES; TAXES**. (a) Lessee will keep all Equipment free and clear of all Liens except those Liens created hereunder. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. (b) Lessee will pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon the Lease or upon any Rent Payments or any other payments due under the Lease. If Lessee fails to pay such Taxes when due, Lessor has the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, Lessee will, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (i) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (ii) interest, penalties or fines on any of the foregoing.

11. **RISK OF LOSS**. (a) Lessee bears the entire risk of loss, theft, damage or destruction of the Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation hereunder. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 11. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor, and Lessee shall, unless otherwise directed by Lessor, immediately repair the same. (b) If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), Lessee shall either (i) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment hereunder, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (ii) on the earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date, pay Lessor (A) all amounts owed by Lessee hereunder, including the Rent Payments due on or accrued through such date plus (B) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Schedule. If Lessee is making such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Schedule. (c) To the extent not prohibited by State law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of this Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms hereof or which arise directly from Lessor's gross negligence or willful misconduct.

12. **INSURANCE**. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses in an amount not less than the Equipment's Termination Value. Proceeds of insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Sale Price as set forth on the Schedule does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its

sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability and then to Lessee. All insurers will be reasonably satisfactory to Lessor. Lessee will promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any such cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

13. **PURCHASE OPTION**. Upon 60 days prior written notice by Lessee to Lessor and if no Event of Default then exists, Lessee may purchase the Equipment on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Schedule for such date. Upon satisfaction by Lessee of the foregoing purchase conditions, Lessor shall release its Lien on the Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS", without representation or warranty by Lessor, express or implied, except for a representation that the Equipment is free and clear of any Liens created by Lessor.

14. **REPRESENTATIONS AND WARRANTIES**. Lessee represents and warrants that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations hereunder will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation hereunder constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

15 **TAX COVENANTS**. Lessee covenants that it: (a) shall comply with all of the requirements of Sections 149(a) and 149(e) of the Code, as they may be amended from time to time, including, but not limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or the Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for federal income taxation purposes under the Code. (d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

16. **ASSIGNMENT**. (a) Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, this Lease or any Equipment or any interest in this Lease or Equipment. (b) Lessor may assign its rights, title and interest in and to this Lease or any Equipment, and/or may grant or assign a security interest in this Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE WILL NOT ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR**. Unless Lessee agrees otherwise in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under this Lease. An assignment or reassignment of any of Lessor's rights, title or interest in the Lease or its Equipment will be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. For purposes of Section 149 of the Code, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete record of any and all assignments of this Lease. Lessee agrees to acknowledge in writing any such assignments if so requested. (c) Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

17. **EVENTS OF DEFAULT**. "Event of Default" means the occurrence of any one or more of the following: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due hereunder, and any such failure continues for 10 days after the due date thereof; (b) Lessee fails to perform any of its obligations under Sections 10(a), 12, or 16(a); (c) Lessee fails to perform or observe any other condition or agreement to be performed or observed by it hereunder and such failure is not cured within 30 days after receipt of Lessor's written notice thereof; (d) any statement, representation or warranty made by Lessee herein or in any writing delivered by Lessee in connection therewith proves at any time to have been false or misleading in any material respect as of the time when made; (e) Lessee applies for, or consents to, the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within 60 days thereafter; or (f) Lessee shall be in default under any other lease or under any other financing agreement executed at any time with Lessor.

18 **REMEDIES**. (a) If any Event of Default occurs, Lessor may, at its option, do one or more of the following: (i) require Lessee to pay all amounts then currently due hereunder and all remaining Rent Payments to become due hereunder, together with interest on such amounts at the rate of 12% per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment; (ii) require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 19, (iii) enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession; (iv) sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, Lessor will retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value plus the amounts payable by Lessee under this Section's clauses (a)(i) and (a)(vii), then such excess amount shall be remitted by Lessor to Lessee; (v) terminate, cancel or rescind this Lease as to any and all Equipment; (vi) exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under the Lease; and/or (vii) require Lessee to pay all of Lessor's out-of-pocket costs and expenses incurred as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment. (b) None of the above remedies is exclusive, but each is cumulative and in addition to any other available remedy. Exercise of one or more remedies will not preclude its exercise of any other remedy. No delay or failure in exercising any remedy hereunder shall operate as a waiver thereof nor as an acquiescence in any default. No single or partial exercise of any remedy precludes any other exercise thereof or the exercise of any other remedy.

19. **EQUIPMENT RETURN**. If Lessor is entitled to obtain possession of any Equipment under the provisions of this Lease or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. The Equipment shall be in the same condition as when Lessee received it (except reasonable wear, tear and depreciation resulting from normal and proper use); shall be in good operating order and maintenance as required

hereunder; shall be free and clear of any Liens (except Lessor's Lien); and shall comply with all applicable laws and regulations. Until the Equipment is returned as required above, this Lease shall remain in full force including, without limitation, the obligations to pay Rent Payments and to insure the Equipment. Lessee will execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of the Equipment's legal and beneficial title to Lessor and to evidence the termination of Lessee's interest in the Equipment.

20. **LAW GOVERNING. Each lease shall be governed by the laws of the state of the lessee (The "State").**

21. **FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.** As soon as they are available after their completion in each fiscal year of Lessee during the Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Lease-Purchase Agreement or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to (i) prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and (ii) make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

22. **MISCELLANEOUS.** (a) All section headings in the Lease are for reference only and do not define or limit the scope of any provision hereof. (b) This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of this Lease will be marked "Lessor's Original". All other counterparts will be deemed duplicates. An assignment of, or security interest in, this Lease may be created through transfer and possession only of the counterpart marked "Lessor's Original". (c) This Lease constitutes the entire agreement between the parties with respect to the lease of the Equipment. This Lease shall not be modified or amended except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. (d) All notices to be given hereunder shall be in writing and either personally delivered or mailed by regular or certified mail or sent by an overnight courier delivery company to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received 5 days after mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

23. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.**

Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds pursuant to this Lease, the date of any renewal, extension or modification of this Lease or any Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and

Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

24. **USA PATRIOT ACT NOTICE.**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

25. **HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.**

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

26. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

OPTIONS AT END OF LEASE TERM. At the end of the Lease Term, Lessee shall have the options set forth in the End-Of-Lease Term Options Rider that is attached to and made a part of the Lease if and only if said End-Of-Lease Term Options Rider has been executed by Lessee, Lessor and Manufacturer or Manufacturer's designee.

City of Crestview, Florida, a Municipal Corporation
("Lessee")

By:_____

Title:_____

198 N. Wilson Street
Crestview, FL 32536

PNC Bank, National Association
("Lessor")

By:_____

Title_____

155 East Broad Street, B4-B230-05-7
Columbus, OH 45215

SCHEDULE A-1 TO LEASE-PURCHASE AGREEMENT

This Schedule A-1, (the "Schedule") is attached and made a part of the Lease-Purchase Agreement No. 1194033-2, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Lease. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.

3. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE-PURCHASE AGREEMENT AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

4. **EQUIPMENT LOCATION & DESCRIPTION.**

City of Crestview, Florida, A Municipal Corporation

321 W. Woodruff Avenue Crestview, FL 32536

2106 PJ Adams Pkwy Crestview, FL 32536

Okaloosa County

(2) Pierce Saber FR Pumpers and additional equipment

VIN # TBD

5. **LEASE PAYMENT SCHEDULE.**

(a)	Accrual Date:	May 25,2023
(b)	Amount Financed:	
i.	Equipment Purchase Price	$1,458,979.48
	Additional Equipment	$200,000.00
	Purchase Price Deductions	$0.00
	Prepay Discounts	$54,885.82
	Trade In	$0.00

iii. Total Amount Financed (Cash Sale Price minus Purchase Price Deductions) $1,604,093.66

(c) Payment Schedule:

Accrual Date: May 25, 2023

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1	05/25/2024	221,714.01	80,525.50	141,188.51	no call
2	05/25/2025	221,714.01	73,437.84	148,276.17	no call
3	05/25/2026	221,714.01	65,994.37	155,719.64	1,193,676.62
4	05/25/2027	221,714.01	58,177.25	163,536.76	1,025,233.76
5	05/25/2028	221,714.01	49,967.70	171,746.31	848,335.06
6	05/25/2029	221,714.01	41,346.04	180,367.97	662,556.05
7	05/25/2030	221,714.01	32,291.57	189,422.44	467,450.94
8	06/25/2030	455,770.81	1,934.95	453,835.86	1.00

City of Crestview, Florida, A Municipal Corporation
("Lessee")

By:_____

Title:_____

PNC Bank, National Association
("Lessor")

By:_____

Title:_____

FLORIDA LEASE-PURCHASE AGREEMENT ADDENDUM
(Florida Local Government Lease)

Dated as of May 25, 2023

Lease-Purchase Agreement Number 1194033-2

Lessee: City of Crestview, Florida, A Municipal Corporation

Reference is made to the above Lease-Purchase Agreement ("Lease") by and between PNC Bank, National Association ("Lessor") and the above lessee ("Lessee"). This Florida Lease-Purchase Agreement Addendum ("Addendum") amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of Leases, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Section 5 of the Lease is amended adding the following Subsection (d):

"(d) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 19 hereof, provided, that if Lessee fails to so return the Equipment, then Lessee shall pay to Lessor the full amount under Section 13 hereof as if Lessee had elected to exercise its purchase option for Equipment;"

2. Section 7 of the Lease is deleted and replaced with the following:

"7. **TITLE; UCC FILINGS.**

"7.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's rights under such Lease including, without limitation, Sections 5, 18 and 19 hereof.

"7.2 Lessor shall not have a security interest in any of the Equipment under the Uniform Commercial Code of the State of Florida, but, in order to give notice to others of Lessor's rights under Sections 5, 18 and 19 hereof, Lessee agrees to execute and deliver to Lessor UCC financing statements relating to the Equipment and any amendments thereto."

3. 3. All of Section 18 is deleted and replaced with the following:

"18. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

"(a) Lessor may require Lessee to pay, and Lessee agrees that it shall pay, (1) all amounts then currently due under all Leases, (2) all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs, (3) to the extent permitted by applicable law, the Termination Value due under all Leases when the Event of Default occurs after subtracting all amounts paid by Lessee under subclause (2) of this clause (a), and (4) interest on the

foregoing amounts at the highest lawful rate from the date of Lessor's demand for such payment;

"(b) upon Lessor's request, Lessee will promptly return all Equipment to Lessor in the manner set forth in Section 19, provided, that Lessor waives and releases any right that it may have at law or in equity to specific or compulsory performance of the foregoing agreement of Lessee to return the Equipment to Lessor;

"(c) if Lessee returns any Equipment to Lessor under clause (b) above, then Lessor agrees to use commercially reasonable efforts under then current circumstances to sell, lease or otherwise dispose of such Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any such Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee up to, but not exceeding, all amounts then currently due under all Leases, plus the Termination Value due under all Leases when the Event of Default occurs plus the expenses set forth in clause (e) of this Section;

"(d) subject to the provisions of the Leases that restrict Lessor's right to repossess or foreclose on the Equipment, Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or Lessor may enforce any of Lessee's obligations under any Lease by appropriate court action at law or in equity; and/or

"(e) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

"None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy."

4. Lessor acknowledges that (a) no Lease will be a general obligation of Lessee, (b) no Lease will be payable from a pledge of ad valorem taxes, and (c) no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

5. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Crestview, Florida, A Municipal Corporation
(Lessee)

PNC Bank, National Association
(Lessor)

By: _____

Title: _____

By: _____

Title_____

ESCROW RIDER

Dated As of May 25, 2023

Lease-Purchase Agreement No. 1194033-2 Dated May 25, 2023

Lessee: City of Crestview, Florida, a Municipal Corporation

Reference is made to the above Lease-Purchase Agreement ("Lease") by and between PNC Bank, National Association ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. "Escrow Agreement" means the Escrow Agreement relating to a Schedule, dated the Commencement Date under such Schedule and substantially in the form attached to this Lease, among Lessor, Lessee and the escrow agent therein identified, with respect to the Escrow Fund established and to be administered thereunder. "Escrow Fund" means the fund of that name established pursuant to an Escrow Agreement.

2. Lessee and Lessor together with a mutually acceptable escrow agent agree to enter into an escrow agreement ("Escrow Agreement") establishing a fund ("Equipment Acquisition Fund") from which the Purchase Price of the Equipment will be paid. The terms and conditions of the Escrow Agreement shall be satisfactory in form and substance, to Lessor and Lessee.

3. In order to provide financing to pay the costs to acquire and install the Equipment ("Total Amount Financed") as described in a Schedule, Lessor and Lessee hereby agree to execute and deliver an Escrow Agreement relating to such Schedule on the date on which the Funding Conditions for such Schedule are satisfied as provided in Section 5.3. If Lessee signs and delivers a Schedule and an Escrow Agreement and if all Funding Conditions have been satisfied in full, then Lessor will deposit or cause to be deposited into an Escrow Fund under the related Escrow Agreement an amount (which may include estimated investment earnings thereon) equal to the Purchase Price for the Equipment to be financed under the related Schedule.

4. Lessee shall, at its sole expense, arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall accept Equipment for purposes of the related Lease as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor a Certificate of Acceptance in the form and manner required by the applicable Escrow Agreement.

5. If a Non-Appropriation Event or an Event of Default occurs prior to Lessee's acceptance of all the Equipment under the related Schedule, the amount then on deposit in the Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in whole on the first business day of the month next succeeding the occurrence of either such Event plus accrued interest to the

prepayment date; provided, however, that the amount to be prepaid by Lessee pursuant to this Section 6 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds and other moneys available for such purpose as a result of the exercise by Lessor of its rights and remedies under the related Schedule. Any funds on deposit in the Escrow Fund on the prepayment date described in this Section 6 in excess of the unpaid principal component of the Rent Payments to be prepaid plus accrued interest thereon to the prepayment date shall be paid promptly to Lessee.

6. To the extent that Lessee has not accepted items of Equipment before the 18-month anniversary of the Commencement Date identified on the related Schedule, the amount then on deposit in the related Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in part, in inverse order of Rent Payments, on the first business day of the next month plus accrued interest to the prepayment date; provided, however, that the amount to be prepaid by Lessee pursuant to this Section 6 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds. Notwithstanding any such partial prepayment, the related Schedule shall remain in full force and effect with respect to the portion of the Equipment accepted by Lessee during such 18-month period, and the portion of the principal component of Rent Payments remaining unpaid after such prepayment plus accrued interest thereon shall remain payable in accordance with the terms of the related Schedule. Upon Lessor's request, Lessee shall execute an amendment to the related Payment Schedule that reflects the change to the Rent Payments as a result of such partial prepayment.

7. As collateral security for Lessee's obligations to pay all Rent Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, exclusive security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease, moneys and investments held from time to time the Escrow Fund under each Escrow Agreement and any and all proceeds of any of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code ("UCC") financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

8. The Lease Term of the Lease shall commence on the earlier of the date specified in the Payment Schedule to the Lease or the date of Lessor's deposit of funds into the Equipment Acquisition Fund. Notwithstanding the statements regarding delivery and acceptance of the Equipment in the Schedule, the parties acknowledge that the Equipment will be delivered or installed as provided in the Escrow Agreement.

9. The delivery of documents and the satisfaction of any other conditions required by the Escrow Agreement or this Addendum shall be additional Funding Conditions for the Lease.

10. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligations of Lessee, enforceable in accordance with its terms; and

(c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment (laws) and all applicable judgments and court orders.

11. The opinion of Lessee's legal counsel will include statements to the same effect as the representations of Lessee in Paragraph 6 above.

12. It shall be an additional event of default under the Lease if lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

Except as expressly amended by this Rider and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOR, the parties hereto have executed this Rider as of the date first referenced above.

City of Crestview, Florida, A Municipal Corporation
(Lessee)

By: _____
Name: _____
Title: _____

PNC Bank, National Association
(Lessor)

By_____
Name: _____
Title: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (*"Escrow Agreement"*) is made as of May 25, 2023 by and among PNC Bank, National Association (*"Lessor"*), City of Crestview, Florida, a Municipal Corporation (*"Lessee"*) and U.S. BANK NATIONAL ASSOCIATION, as escrow agent (*"Escrow Agent"*).

Lessor and Lessee have heretofore entered into that certain Lease-Lease Purchase Agreement No. 1194033-2 dated as of May 25, 2023 (the *"Lease"*). The Lease contemplates that certain equipment described therein (the *"Equipment"*) is to be acquired from the vendor(s) or manufacturer(s) thereof. After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Lease.

The Lease further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the *"Purchase Price"*), being $200,000.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the *"Escrow Fund"*) is to be applied to pay the vendor(s) or manufacturer(s) of the Equipment (the *"Vendor"*) its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment; and, if applicable, to remit to Lessor amounts due pursuant to the Lease.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. (a) Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. (b) The moneys and investments held in the Escrow Fund are irrevocably held in escrow for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the *"Closing Date"*), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee in Exhibit 1 attached hereto. Escrow Agent will not provide supervision, recommendations or advice relating to the investment of Escrow Fund or the purchase or disposition of any investment. Escrow Agent has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. Escrow Agent may, without notice to Lessee and Lessor, sell or liquidate any investments at any time for any disbursement of the Escrow Fund permitted or required hereunder and shall not be liable for any loss, cost or penalty resulting from any sale or liquidation of any such investment. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. The Escrow Agent may elect, but shall not be obligated, to credit the Escrow Fund with funds representing income or principal payments due on, or sales proceeds due in respect of, assets in the Escrow Fund account, or to credit to the account assets intended to be purchased with such funds, in each case before actually receiving the requisite funds from the payment source, or to otherwise advance funds for account transactions. Notwithstanding anything else in this Escrow Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and Escrow Agent shall be authorized to reverse or offset any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Escrow Agreement shall constitute a waiver of any of U.S. Bank National Association's rights as a securities intermediary under Uniform Commercial Code §9-206. Escrow Agent may also set-off against and deduct from Escrow Fund with respect to checks or other deposits that have been credited to the account but are subsequently returned unpaid or reversed, or other overdrafts that may arise from time to time in the Escrow Fund (whether by reason of provisional credit, failed or assumed settlements, claw-backs or other reason).

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) From time to time, Escrow Agent shall pay to the Vendor of the Equipment payments then due and payable with respect thereto upon receipt of duly executed Requisition Request and Certificate of Acceptance form attached as Exhibit 3 hereto, subject to Lessor's prior written approval of each such Requisition Request and Certificate of Acceptance.

(c) From time to time if applicable, Escrow Agent shall pay to Lessor amounts then due and payable pursuant to the Lease upon receipt of duly executed instructions from Lessor.

(d) If an Event of Default or Non-Appropriation Event occurs under the Lease prior to the Lessee's acceptance of all the Equipment or to the extent that funds have not been disbursed from the Escrow Fund within the eighteen-month period identified in the Lease, funds then on deposit in the Escrow Fund shall be applied to the prepayment of Rent Payments under the Lease as instructed by Lessor.

(e) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall apply the then remaining Escrow Fund, first, to all outstanding fees and expenses incurred by Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee, and, second, to Lessor for application against the interest component of Rent Payments under the Lease as provided therein, unless otherwise agreed by Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 hereto and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Lessee agrees, to the fullest extent permitted by law, to indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims (whether asserted by Lessee, Lessor or any other person or entity and whether or not valid), actions, proceedings, losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Escrow Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Escrow Agent's material breach of this Escrow Agreement. Lessee further agrees to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party relating to the enforcement of Lessee's obligations hereunder. The obligations of Lessee under this Section shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

10. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any document other than this Escrow Agreement, including without limitation any other agreement between any of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Escrow Agent.

11. Escrow Agent may conclusively rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes in good faith to be genuine and to have been signed or presented by the person purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action.

12. The Escrow Agent may consult with counsel of its own choice and shall incur no liability and be fully indemnified by Lessee in acting in accordance with the advice of such counsel.

13. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control. Nothing in this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder.

14. If any portion of the Escrow Fund is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of the Escrow Fund is stayed or enjoined by any

court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

15. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor. If no such successor has been appointed prior to the effective date of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid by Lessee.

16. This Escrow Agreement and the escrow established hereunder shall terminate upon receipt by Escrow Agent of the written notice from Lessor specified in Section 6(c) or Section 6(d) hereof.

17. In the event (i) of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby or (ii) Escrow Agent is unable to determine the proper action with respect to its obligations hereunder, Escrow Agent shall be entitled at its option to file an appropriate civil action including an interpleader action to resolve the disagreement or uncertainty and/or refuse to comply with any such claim or demand, so long as such disagreement or uncertainty shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

18. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, or (e) by email with confirmation of receipt from the recipient, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of receipt.

19. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of any party under this Escrow Agreement may be assigned without the prior written consent of the other parties hereto, provided that if Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Escrow Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Escrow Agent.

20. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of California. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. Nothing in this Escrow Agreement, express or implied, is intended to or shall confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under

or by reason of this Escrow Agreement.

21. EACH PARTY TO THIS ESCROW AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS ESCROW AGREEMENT.

22. Escrow Agent shall not have any duty to confirm that the person sending any notice, approval, consent, request or other communication hereunder (each, a "Notice") by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

23. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Fund, if any. Except as otherwise directed by Lessee and Lessor in writing, Escrow Agent will report, on an accrual basis, all interest or income on the Escrow Fund as being owned by Lessee for federal income tax purposes. To the extent that U.S. federal imputed interest regulations apply, Lessee shall so inform Escrow Agent, provide Escrow Agent with all imputed interest calculations and direct the Escrow Agent to disburse imputed interest amounts as Lessee and Lessor deem appropriate. Escrow Agent will rely solely on such provided calculations and information and will have no responsibility for the accuracy or completeness of any such calculations or information. Lessee and Lessor shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

24. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Lessee and Lessor agree to provide all information requested by Escrow Agent relating to any legislation or regulation to which Escrow Agent is subject, in a timely manner.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

PNC Bank, National Association, as Lessor

By : _____
Name:_____
Title: _____

Address: 995 Dalton Avenue
Cincinnati, OH 45203

City of Crestview, Florida, a Municipal Corporation, as Lessee

By _____
Name:_____
Title: _____

Address: 198 N. Wilson Street
Crestview, FL 32536

U.S. Bank National Association, as Escrow Agent

By _____
Name:_____
Title: _____

Address: 10 W. Broad St., 12th Floor
CN OH BD12
Columbus, OH 43215

EXHIBIT 1

INVESTMENT DIRECTION LETTER

U.S. Bank National Association
10 W. Broad Street, 12th Floor
CN OH BD12
Columbus, OH 43215

Re: Escrow Agreement dated as of May 25, 2023, among PNC Bank, National Association, as Lessor, City of Crestview, Florida, a Municipal Corporation as Lessee, and U.S. Bank National Association, as Escrow Agent

Ladies and Gentlemen:

Pursuant to the above-referenced Escrow Agreement, $200,000.00 will be deposited in escrow with you on or about May 25, 2023. Such funds shall be invested in one or more of the following qualified investments in the amounts indicated:

	PLEASE CHECK DESIRED QUALIFIED INVESTMENTS:	AMOUNT OF INVESTMENT
☐	Direct general obligations of the United States of America;	$ 200,000
☐	Obligations – the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America;	$ _____
☐	General obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor;	$ _____
☐	Money market funds whose investment parameters target investments in securities as described above;	$ _____

IF NONE OF THE ABOVE BOXES ARE CHECKED, INVESTMENT SHALL BE MADE IN MONEY MARKET FUNDS AS DESCRIBED IN THE FOURTH CATEGORY ABOVE, UNTIL LESSEE DIRECTS OTHERWISE.

Very truly yours,

City of Crestview, Florida, a Municipal Corporation, AS LESSEE

By: _____

Name: _____

Title: _____

EXHIBIT 2

ESCROW AGENT FEES AND EXPENSES

SET-UP FEES

$250.00 payable from the Escrow Fund upon acceptance of escrow deposit.

EXPENSES

Any and all out-of-pocket expenses incurred by Escrow Agent will be the responsibility of Lessee and paid from the Escrow Fund.

U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT
DESCRIPTION AND TERMS

The U.S. Bank Money Market Deposit account is an U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of its customers. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank. U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered based on customer deposit amount.

The owner of the account is U.S. Bank, U.S. Bank Trust National Association, or U.S. Bank Trust Company National Association (as applicable) (the "U.S. Bank Entities") as agent for Global Corporate Trust customers. The U.S. Bank Entities perform all account deposits and withdrawals. Deposit accounts are FDIC-insured per depositor, as determined under FDIC regulations, up to applicable FDIC limits.

THE U.S. BANK ENTITIES, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, ARE NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR INVESTMENT ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, as may be authorized under the governing agreement, the applicable U.S. Bank Entity is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. Customer confirms that the U.S. Bank Money Market Deposit Account is a permitted investment under the governing agreement and this authorization is the permanent direction for investment of the moneys until the applicable U.S. Bank Entity is notified in writing of alternate instructions.

City of Crestview, Florida, a Municipal Corporation
Company Name

_____
Signature of Authorized Directing Party

_____
Trust Account Number – includes existing

_____
Title / Date

EXHIBIT 3

REQUISITION REQUEST AND CERTIFICATE OF ACCEPTANCE NO. _____
(to be submitted with each requisition request for payment to the vendor)

-or-

____ (√) FINAL REQUISITION REQUEST AND CERTIFICATE OF ACCEPTANCE
(to be submitted with the final requisition request upon acceptance of the Equipment)

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of May 25, 2023 (the *"Escrow Agreement"*) by and among PNC Bank, National Association (the *"Lessor"*), City of Crestview, Florida, a Municipal Corporation (the *"Lessee"*), and U.S. Bank National Association (the *"Escrow Agent"*), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being leased under that certain Lease-Purchase Agreement No. 1194033-2 dated as of May 25, 2023 (the *"Lease"*), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT

Total requisition amount $_____

The undersigned, as Lessee under the Lease hereby certifies:

1. The items of the Equipment, as such term is defined in the Lease, fully and accurately described on the Equipment List attached hereto have been delivered at the location(s) set forth therein.

2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

3. The estimated useful life of the Equipment based upon the manufacturer's representations and the Lessee's projected needs is not less than the Lease Term of lease with respect to the Equipment.

4. The Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.

5. The Equipment is covered by insurance in the types and amounts required by the Lease.

6. No Event of Default or Non-Appropriation Event, as each such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would becomesuch an Eventof Defaultor Non-Appropriation Eventhas occurred and is continuing on the date hereof.

7. Sufficient funds have been appropriated by the Lessee for the payment of all Rent Payments due under the Lease during Lessee's current fiscal year.

8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

9. The following documents are attached hereto and made a part hereof:

(a) Copy of Invoice(s);

(b) Copies of Certificate(s) of Origin designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing; and

(c) Requisition for Payment

10. If this is the final acceptance of Equipment, then as of the Acceptance Date stated below and as between the Lessee and the Lessor, the Lessee hereby agrees that: (a) the Lessee has received and inspected all of the Equipment described in the Lease; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specification; (c) the Lessee accepts all Equipment for purposes ofthe Lease "as-is, where-is"; and (d) the Lessee waives any right to revoke such acceptance.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Acceptance Date: _____

City of Crestview, Florida, a Municipal Corporation,
as Lessee

By: _____

Title: _____

Date: _____

PNC Bank, National Association,
as Lessor

By: _____

Title: _____

Date: _____

ESCROW ACCOUNT SET-UP FORM

LESSEE NAME:	City of Crestview. Florida, a Municipal Corporation
LESSEE ADDRESS:	198 N Wilson Street, Crestview, FL 32536
LESSEE CONTACT	Gina Toussaint, Finance Director
PHONE NO:	850-682-1560
EMAIL:	ginatoussaint@cityofcrestview.org
LEASE NO.	1194033-2
ESCROW AMOUNT:	$200,000.00
ACCEPTANCE FEE:	$250.00
EXPECTED SET-UP DATE:	May 25, 2023
INITIAL DISBURSEMENT REQUESTED:	NO
TAXPAYER ID NO.:	59-6000295
PNC Bank Contact:	Gianna O'Lone at gianna.olone@pnc.com

FUNDS WILL BE WIRED AS FOLLOWS:
Bank Name: U. S. Bank National Association
ABA: 091000022
A/C: 104793255431
For credit to escrow account #
Attention: Michelle Lemon
****

TO BE COMPLETED BY ESCROW AGENT
****

DATE ESCROW ACCOUNT SET-UP_____

PRINCIPAL ACCOUNT NO.:_____

INCOME ACCOUNT NO.:_____

CONFIRMED BY ESCROW AGENT _____

JONATHAN HOLLOWAY, P.A.

May 25, 2023

Lessee: City of Crestview, Florida, a municipal corporation
Lessor: PNC Bank, National Association
Re: Lease-Purchase Agreement No. 1194033-2 dated May 25, 2023, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement, Schedule A-1 to Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Florida (the "State") duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.

6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Respectfully submitted,

Jonathan T. Holloway

cc: City of Crestview, Florida

420 East Pine Avenue • Crestview, Florida 32539 • (850) 398-6808

INSURANCE COVERAGE DISCLOSURE

PNC Bank, National Association, LESSOR

City of Crestview, Florida, A Municipal Corporation, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Florida Municipal Insurance Trust
125 E. Central Blvd
Orlando, FL 32801

to issue:

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance naming PNC Bank, National Association and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified

b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Bank, National Association and/or its assigns as an Additional Insured.

Minimum Coverage Required:

$1,000,000.00 per occurrence
$2,000,000.00 aggregate bodily injury liability
$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Bank, National Association, 995 Dalton Ave, Cincinnati, OH 45203; prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Lease-Purchase Agreement, Lessee represents and warrants, in addition to other matters under the Lease-Purchase Agreement, that it is lawfully self-insured for: (check to indicate coverage)

a. All risk, physical damage in the amount specified in 1(a) above.

b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: City of Crestview, Florida, A Municipal Corporation

By: _____ Title: _____

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Bank, National Association must be named Lender Loss Payee and Additional Insured
- 30 Days' Notice of Cancellation
- Not Less than $2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Bank, National Association, its successors and/or all assigns
995 Dalton Ave.
Cincinnati OH 45203

Please send a copy of certificate to Gianna O'Lone at Gianna.OLone@pnc.com.

The original should be mailed to the same at:

PNC Bank, National Association
995 Dalton Ave.
Cincinnati OH 45203

Please call Gianna O'Lone at 513-455-2343, if you have any questions.

PNC
EQUIPMENT FINANCE

May 25, 2023

City of Crestview, Florida, A Municipal Corporation
198 N. Wilson Street
Crestview, FL 32536
Attention: Gina Toussaint

RE: Lease-Purchase Agreement No. 1194033-2 dated May 25, 2023, ("Lease") by and between City of Crestview, Florida, A Municipal Corporation ("Lessee") and PNC BANK, NATIONAL ASSOCIATION ("Lender").

Dear Gina:

Thank you for choosing **PNC Bank, National Association** for your financing needs. Please refer to the second page, to guide you through the transfer of title and vehicle registration process.

As the Lessee, it is your responsibility that all titled equipment show evidence of Lender, as first and only lienholder on the title, per the contract terms. As Lender, PNC Bank, National Association agrees to give the Borrower 45 days, from the vehicle delivery date to have the titles processed with the respective titling agency with Lender, as ***first and only lienholder***.

We appreciate your business and are available to help you navigate the process. If you have any questions, you may call **855-531-1727** or email your questions to: PNCEFCollateral@pnc.com.

Very truly yours,

PNC BANK, NATIONAL ASSOCIATION

Gianna O'Lone
Commercial Transaction Coordinator

YOUR NEXT STEP

CUSTOMER'S RESPONSIBILITY TO TITLE AND REGISTER FINANCED EQUIPMENT TO SECURE LOAN

FOR OUR LESSEES/BORROWERS

If the Lessee/Borrower is completing title work and/or registration:

- The vendor or prior vehicle owner will provide you with a completed MSO/MCO or Title and Title Application. The Lessee/Borrower is responsible for all additional costs/fees associated with titling and registration. Such payments are not built in to your Lease/Loan.

FOR VENDORS OR PRIOR VEHICLE OWNERS

Proof of Origination/Ownership

- Please provide PNC Bank, National Association with a copy of the FRONT side of the MSO/MCO or Current Title and Title Application.

If the Vendor or Prior Owner is completing title work and/or registration:

- PNC Bank, National Association must receive a copy of the Title Application and reverse side of the Title/MSO/MCO showing Lessee/Borrower as Owner and PNC Bank, National Association as Lienholder prior to releasing funds.

TITLE INFORMATION

New title listing **PNC Bank, National Association** should appear as follows (*unless otherwise stated in your Lease/Loan agreement*):

- **Owner: Lessee/Borrower**
- **Lienholder: "PNC Bank, National Association"**

Original Titles/MSO/MCO

- All Original Titles (or Lien Statements, when applicable) listing Lessee/Borrower as Owner and **PNC Bank, National Association** as Lienholder must be mailed to **PNC Bank, National Association** within 45 days of registration. **PNC Bank, National Association** will retain all titles subject to the terms of the Lease/Loan. An exception to this would be if your contract states that **PNC Bank, National Association** be named as the "*Owner*" of the titled equipment, i.e. TRAC lease.

Mail Title/MSO/MCO(s) to the following address:

- PNC Bank, National Association
  995 Dalton Avenue
  Cincinnati, OH 45203
  Attn: Collateral Department
- For questions, please call our Client Care Department at **855-531-1727** or email PNCEFCollateral@pnc.com

END-OF-LEASE TERM OPTIONS RIDER
(Including "Turn In" Option)

Lease-Purchase Agreement Number 1194033-2 Dated May 25, 2023

Lessee: City of Crestview, Florida, A Municipal Corporation

Balloon Rent Payment: $455,770.81 (Payable at the End of the Lease Term)

Reference is made to the above Lease-Purchase Agreement together with its Schedule A-1 and all related agreements ("Lease") between PNC Bank, National Association ("Lessor") and the above Lessee ("Lessee"). Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. Lessee and Lessor agree that this Rider is attached to and made a part of the Lease.

1. **THREE OPTIONS AT THE END OF THE LEASE TERM**. At the end of the Lease Term, Lessee shall have the following three options **(provided, that if Lessee fails to furnish the advance written notice as required in paragraphs 3 or 4 below, then Lessee shall automatically be obligated to pay in full the amounts set forth in paragraph 2 below)**: (i) Lessee may pay the Balloon Rent Payment and all other amounts set forth in paragraph 2 below; or (ii) subject to the requirements of paragraph 3 below, Lessee may turn in the Equipment to Pierce Manufacturing Inc. ("Pierce") and Lessee shall agree to acquire a new fire truck supplied by Pierce or Pierce's designated dealer; or (iii) subject to the requirements of paragraph 4 below, Lessee may re-finance the Balloon Rent Payment.

2. **BALLOON RENT PAYMENT**. Unless Lessee has made an effective and timely election under paragraphs 3 or 4 below, at the end of the Lease Term, Lessee shall pay Lessor the Balloon Rent Payment together with all other unpaid Rent Payments and all other amounts then due and payable by Lessee under the Lease and thereafter the Lease shall terminate in accordance with Section 13 of the Lease. "Balloon Rent Payment" means the amount set forth above as the Balloon Rent Payment. Lessee expressly agrees that if it fails to furnish the advance written notice as required in paragraphs 3 or 4 below, then Lessee shall automatically be obligated to pay to Lessor in full the amounts set forth in this paragraph 2.

3. **"TURN-IN" OPTION WITH RETURN & MAINTENANCE REQUIREMENTS**. If and only if Lessee sends written notice to Lessor and Pierce that Lessee elects to exercise Lessee's rights under this paragraph 3 **at least 18 months (but no more than 24 months)** before the end of the Lease Term, then Lessee agrees for the benefit of both Lessor and Pierce that: (a) Lessee shall return the Equipment to Pierce in accordance with subparagraphs 3.1 and 3.2 below; (b) Lessee shall enter into a binding contract with Pierce (or Pierce's designated dealer) to acquire a Replacement Fire Truck in accordance with subparagraph 3.4 below; and (c) Lessee shall pay in full all amounts set forth in subparagraphs 3.1, 3.2 and 3.3 below. If and only if (i) Lessee complies in full with all of the requirements of this paragraph 3, then Lessee shall not be obligated to pay Lessor the Balloon Rent Payment at the end of the Lease Term. Lessee acknowledges that Pierce is the intended third party beneficiary of the terms and conditions of this paragraph 3, and Lessee agrees that Pierce, directly in its own name and for its own benefit, may demand performance of and enforce any or all of Lessee's obligations as set forth in this paragraph 3

3.1 If Lessee has made an effective and timely election under the above terms of this paragraph 3, then at the end of the Lease Term, Lessee shall return the Equipment to Pierce at a location selected by Pierce and Lessee agrees for the benefit of both Lessor and Pierce that the Equipment shall comply with the following return and maintenance conditions on such date, all as determined by Pierce in its sole discretion: (1) during the Lease Term, Lessee shall have properly maintained the Equipment, including, without limitation, all oil supplies, lubrication, brake and hydraulic fluids, refrigeration fluids, filters and pollution control devices of the Equipment; (2) all paint shall be in normal condition without excessive scratches, dents and chips, all graphics must be professionally removed so that the exterior is in "trade-in" condition, and any paint or body repair exceeding $500.00 shall be completed at Lessee's expense; (3) all electrical components shall be fully operational and shall pass the Pierce QSD113 electrical test (or its reasonable equivalent as determined by Pierce); (4) all pumps must pass NFPA standard 1911 third-party

certification (or its reasonable equivalent as determined by Pierce); (5) engines shall perform according to original equipment manufacturer (OEM) specifications without excessive fluid leaks or blow by (as specified in the owner's manual or its equivalent); (6) the transmissions shall shift properly at rated loads and speeds and the mechanical drivelines, differentials and final drives shall be in good condition without leaks or excessive vibration; (7) air conditioning units shall be fully functional and cooling to their rated capacity; (8) all environmental equipment shall be fully functional; (9) the engine and exhaust systems shall conform to all federal and state emissions standards; (10) replacement parts installed on the Equipment shall have been supplied by approved OEM suppliers; (11) all brakes shall have at least 50% remaining useful life; (12) each tire shall have at least 50% remaining useful life, shall be of original size and rated capacity and shall not have any material damage, and any tire not satisfying said standards shall be replaced at Lessee's expense; (13) frame and structural members must be structurally sound and without breaks or cracks; (14) glass shall not be cracked or broken; (15) batteries must hold their rated charge for 72 hours; (16) any cost to repair damage to the chassis interior (including seat surfaces, headliners, door panels, dash and radio equipment mounting) exceeding $500.00 shall be paid by Lessee; (17) aerials must pass NFPA standard 1914 third-party certification (or its reasonable equivalent as determined by Pierce); (18) any cost exceeding $1,000.00 in total to repair physical damage to hose bed areas, cross lays, compartment interiors and tread plate surfaces shall be paid by Lessee; (19) all gauges and meters shall be fully operational; (20) Lessee shall pay all out-of-pocket costs incurred by Pierce or its agent to transport the Equipment to the location specified by Pierce and to insure the Equipment during such transportation; and (21) Lessee shall have maintained the Equipment in compliance with Section 8 of the Lease.

3.2 At the time of Lessee's return of the Equipment to Pierce, (a) Lessee shall provide a historical record of all maintenance and repairs of the Equipment and periodic lubrication analyses done during the Lease Term in order to verify Lessee's compliance with the foregoing return and maintenance conditions, and (b) Lessee shall transfer good title to the Equipment free and clear of all Liens to PNC Bank, National Association (or its designee) and deliver a Certificate of Title and such other documents as PNC Bank, National Association reasonably requests in connection with such transfer of title. Within 20 days of Lessee's return of the Equipment, Pierce and/or its authorized agents will conduct a comprehensive road test, take lubrication testing samples from the engine, transmission and differential (and such lubricant tests must show no contaminants or excessive metal particles) and conduct other tests in order to determine whether the Equipment complies with the foregoing return and maintenance requirements and Lessee shall pay all costs and expenses necessary to make the Equipment comply with the foregoing return and maintenance requirements. All sums due under this paragraph 3 shall be paid to Pierce promptly upon Pierce's written demand and if said sums are not so paid by Lessee within 10 days from the demand date, Lessee shall pay Pierce on demand as a late charge 5% of such overdue amount, limited, however, to the maximum legal amount.

3.3 If Lessee intends to exercise its rights under this paragraph 3 and if at the time of Lessee's return of the Equipment to Pierce at the end of the Lease Term the mileage recorded on the Equipment's odometer is greater than the Maximum Mileage noted below, then Lessee shall pay to Pierce an excess usage fee amount equal to the Excess Usage Fee stated below for each mile in excess of the Maximum Mileage stated below:

Maximum Mileage at the End of the Lease Term: 70,000 miles

Excess Usage Fee: $7.29 per mile

3.4 No later than 18 months before the end of the Lease Term, Lessee shall have entered into a binding written contract with Pierce or Pierce's designated dealer (which contract remains in effect at all relevant times) to acquire a new fire truck (a "Replacement Fire Truck") from Pierce or Pierce's designated dealer; provided, that (a) the terms and conditions of said contract shall be reasonably satisfactory to Pierce or Pierce's designated dealer, and (b) the acquisition cost of the Replacement Fire Truck shall not be less than the Balloon Rent Payment; and the acquisition shall be financed by PNC Bank, National Association.

3.5 After careful consideration of the Lessor's Cost of the Equipment, of the length of the Lease Term, of the physical, technical and performance characteristics of the Equipment, of the anticipated obsolescence of and Lessee's intended use of the Equipment, and of all other relevant factors, Lessee represents and warrants to Lessor and Pierce that Lessee has no current fixed intention to exercise its option under this paragraph 3.

3.6 If Pierce determines that the "turn-in" conditions set forth herein have not been satisfied by Lessee, then the "turn-in" option of Lessee set forth in this paragraph 3 shall be void and Lessee shall be obligated to pay to PNC Bank, National Association in full the amounts set forth in paragraph 2 above.

4. **RE-FINANCE OPTION**. If and only if Lessee sends written notice to Lessor that Lessee elects to exercise Lessee's rights under this paragraph 4 **at least 3 months (but no more than 6 months)** before the end of the Lease Term, then Lessor agrees to re-finance the Balloon Rent Payment with Lessee so long as all of the following conditions are satisfied in full: (a) Lessor in its sole discretion approves in writing the extension of credit to Lessee in connection with said re-financing; (b) the interest rate and term of the re-financing shall be mutually acceptable to Lessor and Lessee (provided, that if for any reason Lessor and Lessee fail to agree on the interest rate and term for the re-financing, then Lessor shall have no obligation to re-finance the Balloon Rent Payment); (c) Lessee shall execute and deliver to Lessor such agreements as Lessor reasonably requires for such re-financing including, but not limited to, (i) an amendment of the Lease and its Schedule to reflect the terms of the re-financing approved by Lessor; (ii) no Event of Default under the Lease shall have occurred and be continuing; (iii) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings (collectively, the "Code"); (iv) all representations of Lessee in the Lease remain true, accurate and complete; and (v) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor (A) evidence of required insurance coverage; (B) an opinion of Lessee's counsel; (C) copies of resolutions by Lessee's governing body authorizing the re-financing of the Lease and incumbency certificates for the person(s) who will sign the required documents for the re-financing; (D) such documents and certificates relating to the tax-exempt interest payable in connection with the re-financing (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (E) such other documents and information as are reasonably requested by Lessor.

City of Crestview, Florida, A Municipal Corporation	PNC Bank, National Association
(Lessee Name)	("Lessor")
By: _____	By: _____
Title: _____	Title: _____

Pierce Manufacturing Inc., solely for the purposes of acknowledging the Balloon Rent Payment and its status as Third-Party beneficiary under certain terms of this Agreement.

By: _____

Title: _____

RESOLUTION: 2023- 11

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AUTHORIZING THE FINANCING OF FIRE EQUIPMENT IN THE AMOUNT OF $1,604,093.66 PROVIDING FOR PAYMENT OF SUCH FINANCING, MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Crestview is a political subdivision of the State in which the City of Crestview (The City) is located in the State of Florida, (the State) and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City Council of the City of Crestview is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Crestview.

WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease-Purchase Agreements (Leases) in the principal amount not exceeding the amount stated above for the purpose of acquiring the property (Equipment) to be described in the Leases is appropriate and necessary to the functions and operations of the City of Crestview.

WHEREAS, PNC Bank, National Association (Lessor) shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the City Council of the City of Crestview:

Section 1. Either one of the Mayor and the City Clerk (each an Authorized Representative) acting on behalf of the City, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the City Council, which document is available for public inspection at the office of the City of Crestview. Each Authorized Representative acting on behalf of the City of Crestview is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the City to execute and deliver agreements and documents relating to the Leases on behalf of the City of Crestview.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the City of Crestview as set forth therein.

Section 4. The City's obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the City's obligations under the Leases shall not constitute general obligations of the City of Crestivew or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the City of Crestview reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than private activity bonds which are not qualified 501(c)(3) bonds) during the calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 2023.

JB Whitten, Mayor

The undersigned City Clerk of the above-named City of Crestview hereby certifies and attests that the undersigned has access to the official records of the City Council of the City of Crestview, that the foregoing resolutions were duly adopted by said City Council of the City of Crestview at a meeting of said City Council and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Crestview, Florida, A Municipal Corporation

ATTEST:

_____
Signature of the City Clerk of City of Crestview

Print Name:_____ (SEAL)

Official Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

Lessee:City of Crestview, Florida, A Municipal Corporation

Lease-Purchase Agreement No.: 1194033-2 Dated: May 25, 2023

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature
J.B. Whitten	Mayor	
Maryanne Schrader	City Clerk	

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

_____ [SEAL]
Signature of Secretary/Clerk of Lessee

Print Name: Maryanne Schrader

Official Title: City Clerk

Date: May 25, 2023

FOUR PARTY AGREEMENT

Dated as of May 25, 2023

Lessee means City of Crestview, Florida, A Municipal Corporation

"Lease" means Lease-Purchase Agreement No. 1194033-2 dated May 25, 2023, together with its Schedule A-1.

"Pierce" means Pierce Manufacturing Inc., the manufacturer of the Equipment.

"Supplier" means: Ten-8 Fire & Safety, LLC

Reference is made to the Lease, described above between PNC Bank, National Association ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease ("Equipment") to be manufactured by Pierce and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	$1,458,979.48
Additional Equipment:	$200,000.00
Vendor Discounts:	$54,885.82
Advance Payment Date:	May 25, 2023

3. Upon execution of the Lease and delivery of all documents required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	$0.00
Trade In:	$0.00
Amount Financed:	$1,604,093.66

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: December 27, 2024

(b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: February 27, 2025

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to

such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed Equipment:

(a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
(b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
(c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b). The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in **paragraph 5** for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease shall terminate as of the date of such payments by Pierce as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b). Pierce expressly agrees that the Lease identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Supplier agrees that a performance bond (the "Performance Bond") will be issued which names Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. The Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of this Agreement.

8. Except as expressly set forth herein, the Lease and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below execute this Agreement as of the date first written above.

City of Crestview, Florida, A Municipal Corporation	PNC Bank, National Association
("Lessee")	("Lessor")
By: _____	By: _____
Title: _____	Title: _____
Pierce Manufacturing Inc. ("Pierce")	Ten-8 Fire & Safety, LLC ("Supplier")
By: _____	By: _____
Title: _____	Title: _____

Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease-Purchase Agreement: 1194033-2

Reference is made to the above Lease-Purchase Agreement ("Lease"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Bank, National Association ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease-Purchase Agreement and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease-Purchase Agreement shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE:_____

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease.

City of Crestview, Florida, A Municipal Corporation
("Lessee")

By: _____

Title: _____

PNC Bank, National Association
INFORMATION REQUEST

LESSEE NAME: City of Crestview, Florida, A Municipal Corporation

FEDERAL TAX I.D. # _____

BILLING ADDRESS:

_____
Billing Contact

_____
Street Address or Post Office Box

_____
City, State and Zip

_____
Phone Number Fax Number

PHYSICAL ADDRESS (IF DIFFERENT):

_____
Street Address or Post Office Box

_____
City, State and Zip

Require Board Approval for Payments? _____ Yes _____ No

Board Meeting Date? _____

Require signed vouchers for payments? _____ Yes _____ No

We typically mail our invoices 30 days in advance. Taking into account a 7-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?
_____ Yes _____ No

Please list any special instructions below:

_____
_____
_____

Form **8038-G** (Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name
City of Crestview, Florida, A Municipal Corporation

2 Issuer's employer identification number (EIN)
59-6000295

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
198 N. Wilson Street

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
Crestview, FL 32536

7 Date of issue
May 25, 2023

8 Name of issue
Lease# 1194033-2

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
Gina Toussaint, Finance Director

10b Telephone number of officer or other employee shown on 10a
850-682-1560

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	1,604,093	66
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐			
b	If bonds are BANs, check only box 19b ▶ ☐			
20	If bonds are in the form of a lease or installment sale, check box ▶ ☑			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	6/25/2030	$ 1,604,093.66	$ N/A	7 years	5.020 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	1,604,093 66
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0 00		
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	1,604,093 66

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)			
c	Enter the name of the GIC provider ▶			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▶ _____

d Enter the name of the issuer of the master pool bond ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☑

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date

▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

CITY OF CRESTVIEW Item # 10.1.

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Tim Bolduc, City Manager
DATE:	5/18/2023
SUBJECT:	Award of Solid Waste/Disposal Services Contract

BACKGROUND:

The City of Crestview franchises solid waste collection, which includes residential collection, yard waste, recycling, and commercial trash collection. Waste Pro was the solid waste contract provider for the City of Crestview from 2018 to present. On March 21st, 2023, the City of Crestview advertised a request for proposals for a solid waste collection contract. A bid opening was conducted on April 28th, 2023; four proposals were received from Waste Pro, Waste Management, AmWaste, and Adams Sanitation.

DISCUSSION:

The evaluation committee consisted of Carlos Jones, Deputy Director of Public Services, Marc Bonifay, City Engineer, Chance Leavins, Public Information Manager, Andrew Rencich, Mayor Pro Tem, Nicholas Schwendt, Planning Administrator, Wendy Buttke, Financial Analyst, and Robert Bounds, citizen representative. The committee met on May 3rd and was briefed on the evaluation and scoring process. On May 9th, 2023, the committee met to discuss the proposals and scores were submitted. The evaluation committee scores, as announced during the May 9th meeting, are attached. On May 13th, 2023, vendor presentations were received by the bid committee. On May 13th, 2023, the committee selected Adams Sanitation as the highest-ranked vendor, with Waste Management ranked second.

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 the 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

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The City of Crestview will receive a 6% franchise fee; these monies are held in a restricted reserve for solid waste collection.

RECOMMENDED ACTION

Staff respectfully requests a motion to accept the recommendation of the proposal evaluation committee and award the solid waste contract to Adams Sanitation.

Staff further requests City Council approval for the City Manager and the City Attorney to negotiate the final terms of the contract for signature by the Mayor.

Attachments

1. rfp 23-04-28 5-9 committee scores
2. Adams Fees

Solid Waste Collection and Disposal Services RFP 23-04-28-PS

Rater's Name: Andrew Rencich		Vendor			
Criteria	**Weight**	Waste Management	AmWaste	Waste Pro	Adams Sanitation
Fee for Service	30%	2	1	3	4
Customer Service Program	25%	4	1	2	3
Innovative Approach	15%	3	1	2	4
Technical Proposal	10%	4	1	2	3
References	10%	4	1	2	3
Transition Plan	5%	3	1	4	2
Women/Minority Owned	5%	1	1	1	4
Weighted Average		76.25	25	58.75	86.25

Results	
High Score	Adams Sanitation

Solid Waste Collection and Disposal Services RFP 23-04-28-PS

Rater's Name: Carlos Jones		Vendor			
Criteria	**Weight**	Waste Management	AmWaste	Waste Pro	Adams Sanitation
Fee for Service	30%	2	1	3	4
Customer Service Program	25%	4	1	3	2
Innovative Approach	15%	4	1	2	3
Technical Proposal	10%	4	3	2	1
References	10%	4	2	3	1
Transition Plan	5%	3	2	4	1
Women/Minority Owned	5%	1	1	1	4
Weighted Average		80	33.75	67.5	65

Results	
High Score	Waste Management

Solid Waste Collection and Disposal Services RFP 23-04-28-PS

Rater's Name: Wendy Buttke		Vendor			
Criteria	**Weight**	Waste Management	AmWaste	Waste Pro	Adams Sanitation
Fee for Service	30%	2	1	3	4
Customer Service Program	25%	4	2	1	3
Innovative Approach	15%	3	1	2	4
Technical Proposal	10%	4	2	1	3
References	10%	3	2	1	4
Transition Plan	5%	4	1	2	3
Women/Minority Owned	5%	1	1	1	4
Weighted Average		75	36.25	45	90

Results	
High Score	Adams Sanitation

Solid Waste Collection and Disposal Services RFP 23-04-28-PS

Rater's Name: Marc Bonifay		Vendor			
Criteria	**Weight**	Waste Management	AmWaste	Waste Pro	Adams Sanitation
Fee for Service	30%	2	1	3	4
Customer Service Program	25%	4	1	3	2
Innovative Approach	15%	4	2	3	1
Technical Proposal	10%	4	1	3	2
References	10%	4	2	1	3
Transition Plan	5%	3	2	4	1
Women/Minority Owned	5%	1	1	1	4
Weighted Average		80	32.5	68.75	65

Results	
High Score	Waste Management

Solid Waste Collection and Disposal Services RFP 23-04-28-PS

Rater's Name: Robert Bounds		Vendor			
Criteria	**Weight**	Waste Management	AmWaste	Waste Pro	Adams Sanitation
Fee for Service	30%	2	1	3	4
Customer Service Program	25%	2	1	3	4
Innovative Approach	15%	2	1	4	3
Technical Proposal	10%	3	1	2	4
References	10%	3	2	1	4
Transition Plan	5%	3	1	4	2
Women/Minority Owned	5%	1	1	1	4
Weighted Average		55	27.5	70	93.75

Results	
High Score	Adams Sanitation

Solid Waste Collection and Disposal Services RFP 23-04-28-PS

Rater's Name: Chance Leavins		Vendor			
Criteria	**Weight**	Waste Management	AmWaste	Waste Pro	Adams Sanitation
Fee for Service	30%	2	1	3	4
Customer Service Program	25%	4	2	1	3
Innovative Approach	15%	3	2	1	4
Technical Proposal	10%	4	2	1	3
References	10%	4	2	1	3
Transition Plan	5%	3	1	2	4
Women/Minority Owned	5%	1	1	1	4
Weighted Average		76.25	40	41.25	88.75

Results	
High Score	Adams Sanitation

Solid Waste Collection and Disposal Services RFP 23-04-28-PS

Rater's Name: Nick Schwendt		**Vendor**			
Criteria	**Weight**	Waste Management	AmWaste	Waste Pro	Adams Sanitation
Fee for Service	30%	2	1	3	4
Customer Service Program	25%	3	1	2	4
Innovative Approach	15%	4	1	3	2
Technical Proposal	10%	4	1	3	2
References	10%	4	1	3	2
Transition Plan	5%	3	1	2	4
Women/Minority Owned	5%	1	1	1	4
Weighted Average		73.75	25	65	82.5

Results	
High Score	Adams Sanitation

Solid Waste Collection and Disposal Services RFP 23-04-28-PS

Company Name	1. Fees for Services	2. Program for Customer Service	3. Innovative Approach	4. Technical Proposal	5. References	6. Transition Plan	7. Woman or Minority Owned	Total Weighted score
	(1-4 score)							*(1-100 score)*
Waste Management	2.00	3.57	3.29	3.86	3.71	3.14	1.00	73.75
AmWaste	1.00	1.29	1.29	1.57	1.71	1.29	1.00	31.43
Waste Pro	3.00	2.14	2.43	2.00	1.71	3.14	1.00	59.46
Adams Sanitation	4.00	3.00	3.00	2.57	2.86	2.43	4.00	81.61

`

Yes	4	1
No	0	2
		3
		4

Proposed Rate SheetForm

Residential					
	Solid Waste	Recycling	Yard Waste	Franchise Fee	Total
Base Proposal	$21.33	$8.42	$5.61	$2.12	$37.48
Alternate 1	$21.33	$5.12	$5.61	$1.92	$33.98
Alternate 2	$20.62	$4.96	$5.43	$1.86	$32.87
Alternate 3	$24.11	$5.80	$6.34	$2.18	$38.43

Commercial monthly service Rates			
Bin Size/ Frequency	Base Rate Franchise Fee		Total
xx	xx	xx	xx
2 Cubic Yard			
1 per week	$110	$6.60	$116.60
2 per week	$187	$11.22	$198.22
3 per week	$273	$16.38	$289.38
4 per week	$381	$22.86	$403.86
5 per week	$476	$28.56	$504.56
6 per week	$570	$34.20	$604.20
4 Cubic Yard			
1 per week	$149	$8.94	$157.94
2 per week	$263	$15.78	$278.78
3 per week	$394	$23.64	$417.64
4 per week	$522	$31.32	$553.32
5 per week	$657	$39.42	$696.42
6 per week	$789	$47.34	$836.34
6 cubic yard			
1 per week	$199	$11.94	$210.94
2 per week	$338	$20.28	$358.28
3 per week	$507	$30.42	$537.42
4 per week	$672	$40.32	$712.32
5 per week	$841	$50.46	$891.46
6 per week	$1011	$60.66	$1071.66
8 cubic yard			
1 per week	$234	$14.04	$248.04
2 per week	$414	$24.84	$438.84
3 per week	$619	$37.14	$656.14
4 per week	$823	$49.38	$872.38
5 per week	$1029	$61.74	$1090.74
6 per week	$1231	$73.86	$1304.86
cubic yard			
1 per week			
2 per week			
3 per week			
4 per week			
5 per week			
6 per week			

Commercial 96 Gallon Hand Cart			
1 per week	XX	XX	XX
2 per week	$46.00	$2.76	$48.76
3 per week	XX	XX	XX
Miscellaneous charges			
Residential Extra Cart	$12	$.72	$12.72
Commercial Extra Cart	$24	$1.44	$25.44
Dumpster Latches	$10	$.60	$10.60
Dumpster Casters (2&4 Yard Only)	$15	$.90	$15.90
Dumpster Gate Access Fee	$20	$1.20	$21.20
Commercial Extra Lifts/Yard	$10	$.60	$10.60
Includes blocked dumpster call-backs			

Crestview Courthouse, a drone's eye view.

CITY OF CRESTVIEW Item # 11.1.

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Schrader
DATE:	5/17/2023
SUBJECT:	Monthly Update

BACKGROUND:
City Clerk Office Update – May 22, 2023

DISCUSSION:
The office of the City Clerk provides an update to the City Council at the second meeting of the month.

Municode – Continues to work on Code review for the codification upgrade. The office of the City Clerk is meeting with Administrative Services to review updates to merge information for department review.

Public Records – For the April 1 – April 30, 2023 period, we received 46 new requests; 16 remain open; the average number of days to fulfill all requests was 3; 50 requests were closed; and 5 requests were fulfilled outside of the average response time by the end of the period. The average number of hours to fulfill a request was .75 hours at a cost of staff time averaging $12.83. We released 50 documents for the period. We have received $74.00 from invoices for the April 2023 reporting period.

Laserfiche –The public records portal located on the City Clerk page at: https://city-of-crestview-fl.nextrequest.com/. The portal is utilized to enhance the historical integrity and preservation of our records and ensure records are accessible on a routine basis, as well as in the event of a disaster. The total pages as of the end of April 2023 are: 803,249.

Records Management – Working on a training session for records management liaisons from each department, as time permits.

Budget - Submitted budget for review.

Training Update – Reviewed a webinar regarding the Civic Clerk Board Portal. Natasha and I are registered to attend the Leadership Workshop – Women in Business to be held at FAMU on May 26, 2023.

GOALS & OBJECTIVES
This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.
Financial Sustainability- Achieve long term financial sustainability

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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
Dependent on the project.

RECOMMENDED ACTION
No action required.

Attachments
None

CITY OF CRESTVIEW

Item # 12.1.

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Gina Toussaint, Finance Director
DATE:	5/18/2023
SUBJECT:	Financial Update - Finance Director

BACKGROUND:

This is a presentation of the monthly financial information as required by the City Charter.

DISCUSSION:

Below you will find the link to the April disbursement registers. Also provided are the monthly Unaudited Schedules of Revenues & Expenditures ending March 31, 2023.

Follow this link by clicking on the icon with the arrow for the April check registers, March Financial Statements and 2nd Quarter Pooled Cash Carryforward:

April Check Register

April E-Payables Register

March 2023 Financial Statement

Pooled Cash Carryforward Quarter Ending March 2023

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.
Financial Sustainability- Achieve long term financial sustainability

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Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

N/A

RECOMMENDED ACTION

For informational purposes. No action required.

Attachments

None

CITY OF CRESTVIEW Item # 12.2.

Staff Report

CITY COUNCIL MEETING DATE: May 22, 2023
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jessica Leavins, Administrative Services Director
DATE:	5/18/2023
SUBJECT:	Monthly Department Report - Administrative Services

BACKGROUND:

The Administrative Services Department was created in the 20-21 budget. This department consists of the Human Resources and Information Technology divisions. These divisions are responsible for payroll, employee wellness, risk management, property and liability insurance, employee benefits, training and development, hiring, employee discipline, cyber security, network infrastructure, device management, user account management, and more. We are a team of 8, including the Administrative Services Director, IT Manager, Risk Management Specialist, HR Technician, two IT Specialists, and one IT Technician.

DISCUSSION:

The City of Crestview has 270 budgeted positions. We maintain, on average, a vacancy rate of less than 10%. Our current employees have an average of 8.5 years of service with the city.
This fiscal year, we have hired 30 new employees and experienced less than 8% turnover; the post-COVID turnover rate nationwide is close to 20%. Maintaining staff and recruiting new hires at this rate during the recent period of extreme low unemployment speaks directly to the culture we have created at the city, which is backed by the value we have placed on our employees.

The Human Resources department negotiated a pro-share agreement with Blue Cross and Blue Shield of Florida in 2020. This year we received a $182,202 refund. This refund correlates directly to progress toward our goal of having a healthier employee population. As a part of our agreement with Florida Blue, we are able to offer our employees a free health screening and incentives to complete both this screening and an annual wellness exam with a private provider. Over the last year, our group has seen a positive change overall based on the results of our annual health screening. Our critical values decreased by 47%; these values include blood pressure and blood glucose scores. Additionally, we saw an almost 10% decrease in employees at high risk for health issues such as BMI, blood sugar, and cholesterol. In conjunction with the Fire Department, we coordinated the inaugural Lifescan physicals for our state-certified firefighters. 99% of staff screened were found fit for duty, and a baseline was set for ensuring our staff are safe from the carcinogens present during fires.
The city strongly believes in investing in our employees. Knowledge is one of our core values. In an effort, build up the next generation of city leaders, we offer a tuition reimbursement program, an internal leadership program, and many continuing education opportunities. This fiscal year, employees have utilized this program to attend 15 college courses. In October 2022, we had 28 graduates from our inaugural LEAD Crestview classes. This year we have 15 employees currently enrolled in this program, and we developed and implemented LEAD II, a three-day advanced leadership seminar for 12 of the 2022 LEAD Crestview graduates.

The information technology (IT) division implemented several cybersecurity measures this year, including security updates, antivirus monitoring, installation of a new data center in city hall, financial and user audits,

and installation of a managed network switch at public services. Additionally, IT installed new network infrastructure for Animal Services, the Post Office (114 Main St), and coordinated the installation of panic buttons within City Hall.

Photos: https://rb.gy/3bs40

GOALS & OBJECTIVES

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

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

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

Communication- To engage, inform and educate public and staff

FINANCIAL IMPACT

None

RECOMMENDED ACTION

N/A

Attachments

None