CITY OF CRESTVIEW CITY COUNCIL

CITY COUNCIL REGULAR MEETING AGENDA
OCTOBER 9, 2023
6:00 P.M.
CITY COUNCIL CHAMBERS

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

1. Call to Order

2. Invocation, Pledge of Allegiance

2.1. Pastor Edward Stallworth of Evelenar Missionary Baptist Church

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

5.1. Proclamation declaring October 14th as Sister Cities International Day

6. Consent Agenda

6.1. Library Interlocal Agreement 2024

6.2. Approval of the Final Budget Hearing and the City Council Regular Meeting Minutes of September 25, 2023

6.3 Approve Task Order for Brookmeade Park Design

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Ordinance 1952 - General Employees Retirement Amendment

9. Resolutions

10. Action Items

10.1. Twin Hills Children's Park Renovations

11. City Clerk Report

11.1. Board and Commission Appointments

12. City Manager Report

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: October 9, 2023
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	9/20/2023
SUBJECT:	Pastor Edward Stallworth of Evelenar Missionary Baptist Church

BACKGROUND:
Area clergy volunteer to provide the Invocation.

DISCUSSION:
The invocation is provided as a service to the community.

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
No action required.

Attachments

None

CITY OF CRESTVIEW Item # 5.1.

Staff Report

CITY COUNCIL MEETING DATE: October 9, 2023
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	10/4/2023
SUBJECT:	Proclamation declaring October 14th as Sister Cities International Day

BACKGROUND:

Sister Cities International Day is a call to action for citizens of the world to come together to celebrate the importance of their communities' commitment to supporting a more peaceful and prosperous future through continued people-to-people exchanges and city-to-city partnerships.

DISCUSSION:

This day will provide the perfect opportunity for the citizens of Crestview to demonstrate how powerful humanity can be when united to promote peace, progress, and prosperity.

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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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

No action required.

Attachments

1. 2023_Sister_Cities_International_Day_Proclamation

SISTER CITIES INTERNATIONAL DAY PROCLAMATION

WHEREAS, Sister Cities International was founded as a presidential initiative by President Dwight D. Eisenhower on September 11, 1956 at the White House Conference on citizen diplomacy to create more community-led global relationships so that people of different cultures could appreciate their differences and build partnerships that would lessen the chance of new international conflicts; and

WHEREAS, Sister Cities International Day is a fitting occasion to commemorate the impact that this organization has made in building bridges across nations, cities, and communities around the globe in order to create and sustain world peace; and

WHEREAS, there is no better day to celebrate the birth of the modern sister cities movement than on the birthday of its founder, President Dwight D. Eisenhower, on October 14; and

WHEREAS, Sister Cities International currently has 345 member cities, counties, and states with relationships with 1,800 communities in 138 countries on six continents; and

WHEREAS, Sister Cities International in recent years has held several bilateral and regional sister cities summits to strengthen existing and expanding new sister city relationships in places like Ireland, Mexico, Russia, China, and across the African continent; and

WHEREAS, Sister Cities International will be holding its next regional summit—the All Americas Sister Cities Summit—in San Antonio, Texas, on May 28-31, 2024; and

WHEREAS, the City of Crestview is proud to be part of a global network with sister city partnerships in Noirmoutier, France; and

WHEREAS, sister city relationships include educational, economic, cultural, municipal, and humanitarian assistance exchange programs that are mutually beneficial to each community; and

WHEREAS, Sister Cities International Day is a call to action for Crestview residents and citizens of the world to come together to celebrate the importance of communities' continued commitment to supporting a more peaceful and prosperous future through continued people-to-people exchanges; and

WHEREAS Sister Cities International Day is an opportune time for Crestview and cities across the world to show how powerful humanity can be when communities unite to promote peace, progress, and prosperity for a better world,

NOW THEREFORE BE IT RESOLVED that I, Mayor JB Whitten of the City of Crestview, do hereby proclaim October 14, 2023 as **Sister Cities International Day** in the City of Crestview.

_____

JB Whitten, Mayor

CITY OF CRESTVIEW Item # 6.1.

Staff Report

CITY COUNCIL MEETING DATE: October 9, 2023
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jean McCarthy , Brady Peters, Deputy Director
DATE:	10/5/2023
SUBJECT:	Library Interlocal Agreement 2024

BACKGROUND:

The City of Crestview historically has partnered with the Okaloosa County Public Library Cooperative to provide enhanced services to our patrons. The Okaloosa County Public Library Cooperative (OCPLC) has successfully operated under an Interlocal Agreement since 1997. All other libraries in the county participate in the cooperative.

DISCUSSION:

The Cooperative provides financial allocations, shared technology, and courier services. This agreement also allows the libraries to share information, books, and other resources within the County and provides funding for Robert L. F. Sikes (Crestview) Public Library. The current OCPLC Interlocal Agreement ends December 31, 2023. This interlocal agreement will continue our partnership through December 31st, 2024.

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

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

FINANCIAL IMPACT

The expected funding from the Cooperative is included as a part of the FY24 Budget. The Library will receive $129,903 from interlocal allocations.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the 2024 Okaloosa County Library Cooperative Agreement.

Attachments

1. 2024 Library Interlocal Agreement

Okaloosa County Public Library Cooperative
2024 Interlocal Agreement

This Interlocal Agreement ("Agreement") is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County, Florida.

WHEREAS, Section 163.01, Florida Statutes, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, Section 125.01(f), Florida Statutes, authorizes the County to provide libraries and cultural facilities and programs; and

WHEREAS, Section 166.021(1), Florida Statutes, authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the County and the Participating Municipalities desire to cooperate in a countywide agreement to provide public library services without charge in Okaloosa County; and

WHEREAS, the County is an eligible political subdivision under Section 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single administrative unit that can designate a governing body for countywide library service.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Agreement, in the operation of a countywide public library cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of library service throughout the legal service area of the COOPERATIVE; to provide for equal access to free (without charge) public library service in the Cooperative service area; and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of library service throughout the legal service areas of the participating entities.

2. DEFINITIONS:
   a) "Cooperative" shall mean the Okaloosa County Public Library Cooperative.
   b) "Cooperative Coordinator" shall mean the employee of the Okaloosa County Public Library Governing Board who administers Cooperative headquarters and coordinates

Cooperative activities and who meets the requirements and carries out the duties of the single administrative head as defined in 1B-2.011(3)(d), Florida Administrative Code.

c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
g) "Fiscal Year" shall mean budget year October 1-September 30.
h) "Fixed Assets" is defined by the county as all property with value of $1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
m) "Participating Governing Body" shall mean the governing body of Okaloosa County, the governing bodies responsible for the decision and policy making activities of Participating Libraries and the governing bodies of Participating Municipalities without Libraries.
n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
o) "Service Area" shall mean all eligible residents of Okaloosa County
p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.

3. This Agreement shall constitute the entire agreement of parties hereto and of the Okaloosa County Public Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board, and executed on behalf of each Participating Governing Body and the Governing Board.

4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2024 whichever comes first, and shall end or be renewed December 31, 2024 unless terminated in accordance with the provisions of the Agreement or unless extended by supplemental Agreement subject to renewal and revision.

Recognizing the Agreement crosses two fiscal years (FY2024 and FY2025) but monetary allocation is distributed in FY2024, the allocation for FY2025 will be based upon future appropriation by Okaloosa County Board of County Commissioners.

5. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. Section 7 defines Dispensation of Property and Equipment. The termination and withdrawal shall be effective on the next succeeding December 31, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before August 1 prior to the December 31 effective date of termination.

6. ADDITION OF NEW MEMBERS:
   a) Libraries: Any library within Okaloosa County may become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative that meets the following minimum standards.
      (1) Be administered by a governing board responsible for the decision and policy making activities of the Participating Library.
      (2) Be an established library with the physical facilities to securely house a library collection.
      (3) Have an annual budget of at least $40,000 as verified by the latest independent audit report and a continuous source of funding.
      (4) Submit a letter of intent for formal membership to the Okaloosa County Public Library Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.
   b) Upon satisfaction of these conditions, the proposed new Participating Library shall become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative effective the next succeeding January 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Libraries under the Agreement.

7. DISPENSATION OF PROPERTY AND EQUIPMENT: Upon withdrawal or termination of the Agreement by any Participating Library (whether early termination or otherwise), all real property and equipment classified as fixed assets, defined in this agreement, purchased with federal funds by the Cooperative belongs to the Okaloosa County Public Library Cooperative and reverts to the Florida Department of State, Division of Library and Information Services (State Library) if the Cooperative ceases to exist. That library will be given a copy of its Marc Records in its current format at the time of termination. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense. Materials and equipment purchased with local or grant funds other than federal Library Services and Technology Act grant funds, whether funds of a municipality or the County, shall remain the property of the Participating Library for which they were

purchased, except in the case of any subsequent agreement or amendment to this Agreement.

8. GOVERNING BOARD: The name of the Governing Board shall be Okaloosa County Public Library Cooperative Board hereinafter called the Governing Board. Each Participating Governing Body that operates a Participating Library shall appoint one member to the Governing Board; the County shall appoint one member to represent the unincorporated area of the county. Appointed representatives must be publicly elected officials with voting privileges in their respective municipal governances. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence. The office of Chair shall be assigned to the member representing the County. The Cooperative Coordinator shall be the staff liaison to the board. Board members will not be paid a salary or wages, but may be reimbursed for travel and per diem expenses in accordance with section 112.061, Florida Statutes. The Governing Board serves as the governing body for the Library Cooperative and has the following powers, duties and responsibilities:

   a) Managing the affairs of the Cooperative.
   b) Bylaws will be established by the Governing Board.
   c) There will be six or more open public meetings a year of the Governing Board.
   d) Adopt a long-range plan and annual plans of service which are developed by the Cooperative Coordinator and the Library Directors' Council to describe goals, objectives and activities of the Participating Libraries and the Participating Governing Bodies.
   e) Receive and disburse funds from the County, from state and federal grant sources, and from private donations, foundations, or other sources.
   f) Contract with the County to provide essential support services for the Library Cooperative.
   g) Contract for services consistent with the Cooperative's Long-Range Plan and Annual Plans of Service.
   h) Adopt and maintain a position description for and hire a Cooperative Coordinator through the established policies and procedures of the County.

9. STAFFING: The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: a Master's degree in Library Science from an American Library Association accredited university or college followed by two years of successful, full-time paid library experience in a public library open at least 40 hours a week. Cooperative staff members are employees of Okaloosa County, and their compensation and benefits will be in accordance with County policy. The staff position of Library Administrative Specialist provides marketing, technology and training support to member libraries, maintains the OCPLC office, and assists the Coordinator in activities as directed. The Cooperative Coordinator, under the supervision of the Board, shall interview, select, supervise and recommend discharge of staff for the office of the Cooperative in accordance within established County policies. All paid staff of the Participating Libraries shall remain employees of the Participating Governing Bodies that operate each library and the Participating Governing Bodies shall retain all rights, responsibilities and powers associated with

employment of staff.

10. POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR: The Coordinator shall be accountable to the Board for overall administration of the Cooperative and implementation of policies, procedures and programs, as determined by the Board. The following activities, as a minimum, shall be carried out by the Coordinator for all Participating Libraries under the plans, policies, and budgets adopted by the Cooperative Governing Board, and they may not be delegated through Interlocal agreements or any other service agreements: coordinate development of a single long-range plan for the Cooperative; coordinate development of a single annual plan of service; compile an annual combined expenditure report for application for State Aid by OCPLC, combining all Participating Libraries' expenditures, and the Cooperative's expenditures including any state or federal grants; implement the Cooperative long-range plan, annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and Participating Libraries as required by the Florida Department of State, Division of Library and Information Services.

11. LIBRARY DIRECTORS' COUNCIL: The Council will advise the Cooperative Governing Board on services, plans and policies for the Cooperative. The Council membership will include the library director of each participating library, the Cooperative Coordinator, and other appointments as deemed necessary by the Governing Board. The Council will hold at a minimum, one meeting per month, except in December.

12. STRATEGIC AND ANNUAL PLAN: The Cooperative Coordinator shall coordinate development and implementation of a strategic plan for the operation, maintenance and development of library services to the residents of the Cooperative Service Area. The strategic plan shall be developed in coordination with the Cooperative's Governing Board, the participating governing bodies, residents of the Service Area, and the Library Directors' Council. The plan shall be adopted by the Cooperative Governing Board and be maintained through a yearly update by the Cooperative Coordinator in coordination with the aforementioned parties. All authority with respect to funding of the strategic plan and of any other library program or expenditure from Participating Library Governing Body funds shall lie solely with that Participating Library Governing Body.

13. ANNUAL BUDGET: The budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the County, state and federal governmental sources, except state construction grants, and all other revenue sources received to provide library service. The budget shall be adopted by the Cooperative Governing Board.

14. ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS: The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds or bequests. The Board, through a Memorandum of Understanding (Appendix A), has designated the County as the fiscal agent to apply for or receive its funds from all sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County. Municipalities shall retain the authority to apply for state construction grants and to receive gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination provisions as set forth in this Agreement. Any monies, property, or funds granted to municipalities for the benefit of a Participating Library shall remain the property of the Participating Library.

15. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be prepared and presented to the Governing Board.
    Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of funds under the control of the Cooperative. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative. Upon request, the governing body of each Participating Library shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to library functions, under the control of the Participating Governing Body. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative.

16. APPROPRIATION OF PARTICIPATING MUNICIPALITY FUNDS: There is reserved to the Participating Municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. However, minimum support at the level of funding appropriated prior to entering the Cooperative is recommended for Participating Municipalities. Subject to that reservation, Participating Municipalities agree to expend funds using the Okaloosa County Public Library Cooperative Strategic Plan as a guide for library service development.

17. APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS: The County shall provide at a minimum $919,871 for the period beginning October 1, 2023 and ending September 30, 2024. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative's Governing Board shall disburse funds received by the County's allocation as follows:

    a) At a minimum $329,995 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.
    b) At a minimum $589,876 of the monies allocated by the County shall be distributed to Participating Municipalities with Libraries according to the following guidelines and formula:
    - Construction funds are expressly prohibited.
    - Spending calculations and productivity statistics shall be based on those from two years

prior to the allocation period.

- Spending shall mean total audited expenditures of a library.
- Percentages shall be derived from totaling statistics of the member municipal libraries.
    (1) Thirty percent (30%) divided equally among participating municipalities with libraries
    (2) Fifty percent (50%) based on productivity, which consists of circulation and transits lost.
    (3) Ten percent (10%) based on funds expended through the library budget on personnel/staffing, which includes salary and benefits.
    (4) Ten percent (10%) will be based on funds expended through the library budget on collection, which includes books, AV materials, databases, and periodicals.

Distribution shall be based on submittal of annual operating costs with descriptive codes in accordance with the state chart of accounts. Funds received by the Cooperative shall be disbursed within a reasonable time (not to exceed 90 days) after receipt. The disbursement formula shall be reviewed by the Governing Board for modifications deemed appropriate following review of data collected indicating the number of users for each library and/or use of each library's collection. Any change to the allocation formula will require a modification or amendment to this Agreement and execution by each Participating Governing Body.

In the event of a member library's unplanned closure and/ or significantly reduced services for at least one week of operation, the member's productivity statistics may be adjusted as follows:

- For a period of one week up to three weeks, calculate a weekly average based upon numbers from the previous or succeeding week in the same month.
- For a period exceeding three weeks, substitute the numbers from the previous year for the corresponding month(s).

A member library's request to adjust productivity statistics must be approved by the Governing Board.

In addition to the financial contribution of the County, it shall provide, as additional in-kind support of the Cooperative, the following:

- Fiber optic connectivity, network hosting and administration, firewall and security management, server management, Help Desk services, support of standardized equipment and software configurations, email addresses and network access for library staff.

- IT will maintain two networks for library operations, one for library staff use and one for public access at libraries that elect to use the county fiber optic network. Network and computer maintenance and administration as well as end-user assistance will be provided on the library staff network. Computers on the public access network provided by the county will be maintained by IT; assistance to end users on the public access

network will not be provided by IT. In order to provide network support, member cities agree to allow access to maintained equipment on-site at the libraries.

- Other technical requirements of the Cooperative, to include licensing fees, software fees, purchase of hardware, equipment and peripherals, remain the responsibility of the Cooperative and/or member libraries. Only equipment purchases or leases that are coordinated through IT will be eligible for support.

18. LIBRARY USE: Non-resident user fees will be waived for active duty military members and their dependents who are residents of Walton or Santa Rosa counties.

19. TRAINING: Participating Libraries shall close their facilities on one weekday per year for Cooperative-wide staff training activities. The date for the training day will be determined each year by a consensus of the Library Directors' Council.

20. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES: Participating Governing Bodies shall abide by all state and federal laws, and specifically those relating to the provision of library services; Participating Governing Bodies shall retain local autonomy and control of the operations and functions of its participating library, except where Participating Governing Bodies have ceded authority to the Cooperative Governing Board through this agreement.

21. SOVEREIGN IMMUNITY: The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of County's, Crestview's, Destin's, Fort Walton Beach's, Mary Esther's, Niceville's, or Valparaiso's rights and immunities under Florida Constitution, common law or Section 768.28, Florida Statutes, as amended from time to time.

22. INSURANCE: The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.

23. MODIFICATION OF AGREEMENT: Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

24. NOTICE: All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW

CITY MANAGER
City of Crestview
P. O. Box 1209
Crestview, FL. 32536

CITY OF DESTIN

CITY MANAGER
City of Destin
4200 Indian Bayou Trail
Destin, FL. 32541

CITY OF FORT WALTON BEACH

CITY MANAGER
City of Fort Walton Beach
107 Miracle Strip Parkway
Fort Walton Beach, FL. 32549

CITY OF MARY ESTHER
CITY MANAGER
City of Mary Esther
195 Christobal Road
Mary Esther, FL. 32569

CITY OF NICEVILLE
CITY MANAGER
City of Niceville
212 Partin Drive
Niceville, FL. 32578

OKALOOSA COUNTY
COUNTY ADMINISTRATOR
1250 N. Eglin Parkway
Suite 100
Shalimar, FL. 32579

CITY OF VALPARAISO
CITY CLERK
City of Valparaiso
465 Valparaiso Parkway
Valparaiso, FL. 32580

25. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provision.

26. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

27. PUBLIC RECORDS**:** All parties are subject to the public records law. If any of the parties have questions regarding the application of Chapter 119, Florida Statutes, regarding their duty to provide public records relating to this Agreement, contact the custodian of public records at Okaloosa County Risk Manager, 302 N. Wilson St., Crestview FL 32536; Phone: (850) 689-5977.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF CRESTVIEW

ATTEST: _____ _____

Title _____

(Title): _____ This____ day of _____, 2023

CITY OF DESTIN

ATTEST: _____ _____

Title _____

(Title): _____ This ____ day of _____, 2023

CITY OF FORT WALTON BEACH

ATTEST: _____ _____

Title _____

(Title): _____ This____day of_____, 2023

CITY OF MARY ESTHER

ATTEST: _____ _____

Title _____

(Title): _____ This ____day of _____, 2023

CITY OF NICEVILLE

ATTEST: _____ _____

Title _____

(Title): _____ This ____day of _____, 2023

CITY OF VALPARAISO

ATTEST: _____ _____

Title _____

(Title): _____ This ____ day of _____, 2023

COOPERATIVE GOVERNING BOARD

ATTEST: _____

(Title): Vicky Stever, Coordinator, OCPLC____

_____

Nathan D. Boyles, Chairman

Okaloosa County Public Library Cooperative

This _____day of_____, 2023

OKALOOSA COUNTY

ATTEST: _____

J. D. Peacock, II

(Title): Clerk of Circuit Court_____

_____

Robert A. "Trey" Goodwin III, Chairman

Board of County Commissioners

This ____ day of _____, 2023

Approved as to Form

_____

Lynn M. Hoshihara, County Attorney

APPENDIX A

CONTRACT# C12-1959-LIB
OKALOOSA LIBRARY COOPERATIVE
FISCAL AGENT MOU
EXPIRES: INDEFINITE

Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

The Board of County Commissioners of Okaloosa County, Florida

This is an agreement between The Okaloosa County Public Library Cooperative, hereinafter referred to as The Cooperative and the Board of County Commissioners of Okaloosa County, Florida, hereinafter referred to as The Board.

The purpose of this MOU is to identify The Board as the fiscal agent for The Cooperative and to grant them the authority to receive and disburse funds from Okaloosa County, from state and federal grant sources, from private donations and foundations and from any other sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County.

This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.

Bill Roberts, Chairman
Okaloosa County Public Library Cooperative

Don R. Amunds, Chairman
Board of County Commissioners

Attest:

Don Howard
Clerk of Courts

CITY OF CRESTVIEW Item # 6.2.

Staff Report

CITY COUNCIL MEETING DATE: October 9, 2023
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Schrader
DATE:	9/27/2023
SUBJECT:	Approval of the Final Budget Hearing and the City Council Regular Meeting Minutes of September 25, 2023

BACKGROUND:
Routine approval of past minutes.

DISCUSSION:
The draft minutes were distributed prior to the meeting.

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

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT
n/a

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the September 25, 2023 Final Budget Hearing and City Council regular meeting minutes.

Attachments

1. 09252023 City Council Final Budget Hearing Minutes Draft
2. 09252023 City Council Regular Meeting Minutes Draft

City Council Final Budget Hearing Minutes
September 25, 2023
5:15 p.m.
Council Chambers

1. **Call to Order**
The Final Budget Hearing of the Crestview City Council was called to order at 5:15 p.m. by Mayor JB Whitten. Board members present: Mayor Pro-Tem Andrew Rencich, Council members: Doug Capps, Cynthia Brown, and Ryan Bullard. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members. Councilmember Joe Blocker was excused.

2. **Pledge of Allegiance**
The Pledge of Allegiance to the flag of the United States of America was led by Councilmember Doug Capps.

3. **Open Policy Making and Legislative Session**
Mayor JB Whitten declared a quorum was present. He went over the rules and procedures.

4. **Approve Agenda**
Mayor JB Whitten called for action.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Doug Capps to approve the agenda, as presented.
Roll Call: Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

5. **Public Hearings /Resolutions for Final Millage and Budget**

5.1. Resolution 2023 - 14 Adopting the Final Millage
City Manager T. Bolduc introduced to the City Council Resolution 2023-14, Adopting the Final Millage stating the rate has been discussed over the last four months. He then asked the City Clerk to read Resolution 2023-14 by title.

City Clerk Maryanne Schrader read Resolution 2023-14 aloud: A Resolution of the City of Crestview, Florida, Adopting the Tentative Levying of a Millage of 6.8466 for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024, and Providing For an Effective Date.

City Manager T. Bolduc announced after the tentative millage hearing, the City must advertise its intent to adopt a final millage. The public hearing to adopt the final millage must be two to five days after the advertisement appears in the paper as required by Florida Statute 200.065(2). The advertisement, as required by Florida Statute 200.065(2), was in the Northwest Florida Daily News on Thursday, September 21, 2023. The tentative millage rate of 6.8466 was adopted by Resolution 2023-12 at the Tentative Millage Hearing on September 12, 2023. He continued that the taxing authority is the City of Crestview located in Okaloosa County, the current rollback rate is 6.2520, the proposed tentative millage rate is 6.8466 which is a 9.51

DRAFT

percentage increase over the roll back rate. The millage rate to be levied is 6.8466, which is the same as last year.

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

Motion by Councilmember Doug Capps and seconded by Councilmember Ryan Bullard to adopt Resolution 2023-14.
Roll Call: Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

Mayor JB Whitten reiterated that the economy has been on the rise and expenses for all services has risen.

5.2. Resolution 2023 - 15 Adopting the Final Budget

City Manager T. Bolduc presented to the City Council Resolution 2023-15, Adopting the Final Budget stating the budget must be advertised within fifteen days after the tentative budget hearing, adding the City must advertise its intent to adopt a final budget. The public hearing to adopt the final budget must be two to five days after the advertisement appears in the newspaper as required by Florida Statute 200.065(2). The advertisement, as required by Florida Statute 200.065(2), was in the Northwest Florida Daily News on Thursday, September 21, 2023. The tentative budget with expenditures of $74,388,168 was adopted by Resolution No. 2023-13 at the Tentative Budget Hearing held on September 12, 2023. He then asked the City Clerk to read the Resolution by title.

City Clerk Maryanne Schrader read Resolution 2023-15 aloud: A Resolution of the City of Crestview, of Okaloosa County, Florida, Adopting the Final Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 and Providing for an Effective Date.

City Manager T. Bolduc added there were no significant changes or expenditures in the current year.

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

Motion by Councilmember Ryan Bullard and seconded by Councilmember Cynthia Brown to adopt Resolution 2023-15.
Roll Call: Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

6. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

7. Comments from the Audience

Mayor JB Whitten called for comment from the public.

8. Adjournment

Mayor JB Whitten adjourned the meeting at 5:21 p.m.

Minutes approved this __ day of __2023.

_____
JB Whitten
Mayor

_____
Maryanne Schrader
City Clerk
Proper Notice having been duly given

City Council Minutes
September 25, 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, and Ryan Bullard. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members. Councilmember Joe Blocker was excused.

2. Invocation, Pledge of Allegiance

2.1. Pastor Sherrell Compton of New Life International Worship Center

The Invocation was led by Pastor Sherrell Compton of New Life International Worship Center. Councilmember Ryan Bullard and the Parks and Recreation Cheerleader team led the Council in the Pledge of Allegiance to the flag of the United States of America.

3. Open Policy Making and Legislative Session

Mayor JB Whitten declared a quorum was present and went over the rules and procedures.

4. Approve Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Douglas Capps and seconded by Councilmember Ryan Bullard to approve the agenda, as presented.
Roll Call: Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

5. Presentations and Reports

Nathan Boyles of Adams Sanitation came forward and updated the City Council on the transition of the trash service. The carts and roll carts have been distributed. They are 2/3 complete on the distribution of the dumpsters, as the current franchisee needs to remove their dumpsters. He explained the app they have that will assist in providing service to the customers.

5.1. Councilmember Recognition

Councilmember R. Bullard introduced Teresa Clifton and George Hillsman of the Parks and Recreation program stating he funded the cheerleaders with his discretionary fund.

Recreation Coordinator Teresa Clifton and her cheer team thanked Councilmember R. Bullard for his support sponsoring the second annual cheer camp.

Councilmember R. Bullard thanked Teresa for the work and love of her students and presented Teresa and George with a Council coin.

6. Consent Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Doug Capps to approve the Consent agenda, as presented.
Roll Call: Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. Motion carried.

6.1. Mirage Avenue Improvements - Amended Interlocal Agreement

6.2. Victims of Crime Act (VOCA-C-2323) Grant

6.3. Gulf Coast Sexual Assault Program Memorandum of Understanding

6.4. JAG Grant Application

6.5. Approval of the Minutes of the September 11, 2023 City Council Regular Meeting and the September 12, 2023 First Budget Hearing

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1950 - Sexual Offender and Predator Residency Restrictions

Chief Stephen McCosker presented Ordinance 1950 - Sexual Offender and Predator Residency Restrictions to the City Council and asked the City Clerk to read Ordinance 1950 by title.

City Clerk Maryanne Schrader read Ordinance1950 aloud: An Ordinance of the City of Crestview, Florida, Establishing Chapter 55 – Sexual Offenders and Sexual Predators; Providing For Authority; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Conflicts; and Providing For an Effective Date.

Mayor JB Whitten called for comment from the Council.

Councilmember D Capps announced the statistics on recidivism rates.

Mayor JB Whitten called for comment from the public.

Michael Finley addressed the Council and voiced his concern about the increase to the 1,500 restriction stating he was concerned about being displaced from his home with the passage of the Ordinance, as he is a former sexual offender. He does not believe the research supports the need for the Ordinance. He also stated that the police should only have access to the offender registry and not be made public.

Mayor Pro-Tem A. Rencich requested legal advice, and City Attorney Jonathan Holloway replied the ordinance has been researched among other cities and is comfortable with the restrictions placed in the ordinance, as written.

In response to Councilmember R. Bullard regarding exceptions and removal of the bus stops requirements, City Attorney Jonathan Holloway said every exception cannot be captured. There is no written exemption for what could happen in the future.

City Manager T. Bolduc said any lease would be based on the bus stops at the time of lease. City Attorney Jonathan Holloway added that if it is not an existing contract right, it would be prohibited.

Councilmember R. Bullard said he supports the ordinance but voiced concern on where a person would go if they were displaced and the placement of the bus stops.

Motion by Councilmember Douglas Capps and seconded by Councilmember Cynthia Brown to adopt Ordinance 1950 on 2nd reading, as written.
Roll Call: Ayes-Cynthia Brown, Andrew Rencich, Doug Capps. Nays - Ryan Bullard. Ayes, 3; Nays, 1. Motion carried.

7.2. Ordinance 1951 - Police and Firefighters' Retirement

City Manager Tim Bolduc presented Ordinance 1951 - Police and Firefighters' Retirement to the City Council and asked the City Clerk to read the ordinance by Title.

City Clerk Maryanne Schrader read Ordinance 1951 aloud: An Ordinance of the City of Crestview, Florida; Amending the City of Crestview Police Officers' and Firefighters' Retirement Plan, Adopted by Ordinance No. 780, as Subsequently Amended; Amending and Renumbering Section 6 Benefit Amounts and Eligibility and Supplemental Benefit; Amending Section 30 Pre-Retirement Death; Providing For Inclusion In the Code; Providing For Severability; Providing For a Repealer; and Providing for an Effective Date.

City Manager Tim Bolduc said there is no financial impact to the budget.

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

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Doug Capps to adopt Ordinance 1951 on second reading.
Roll Call: Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

8. Ordinances on First Reading

9. Resolutions

9.1. Resolution 2023 - 17 - Inventory List of Real Property Appropriate for Affordable Housing

Planning Administrator N. Schwendt presented Resolution 2023-17, Inventory List of Real Property Appropriate for Affordable Housing to the City Council stating this will remove hurdles for affordable housing. On October 1st, each municipality must compile a list of affordable housing in the city. He went over the restrictions on zoning and structure. He said we will be required to publish the list on our website. He then asked the City Clerk to read Resolution 2023-17 by title.

City Clerk Maryanne Schrader read Resolution 2023-17 aloud: A Resolution of the City Council of the City of Crestview, Florida, Adopting the 2023-2026 City of Crestview Affordable Housing Land Inventory List; Providing For Authority; 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 Doug Capps and seconded by Councilmember Ryan Bullard to adopt Resolution 2023-17.
Roll Call: Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

10. Action Items

10.1. Schedule for Government Week October 2023 for City Council

PIO Manager Chance Leavins came forward to go over the agenda for City Government Week.

Councilmember D. Capps commented that the mock meeting with the high school is a positive event.

Mayor JB Whitten called for action.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Doug Capps to approve the proposed 2023 Government Week Calendar, as presented.
Roll Call: Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

10.2. Shoal River Landing Phase 3B Plat

Planning Administrator N. Schwendt came forward regarding the construction and preliminary plans that were previously approved for 341. The final plat includes 48 lots.

Motion by Councilmember Doug Capps and seconded by Councilmember Ryan Bullard to approve the final plat for Shoal River Landing Phase 3B.
Roll Call: Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

10.3. Strategic Plan Presentation

City Manager T. Bolduc said this is a review of the plan and went over the meeting with area representatives to discuss the goals. He also updated the Council on the utilization of the budget software to connect the strategic plan goals.

Administrative Services Director Jessica Leavins went over the interactive program stating a link to the plan will be added. She went over the Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis and the tracking capabilities for goals and action items.

City Manager T. Bolduc explained that the program will assist in tracking and achieving our goals. The plan will be kept up-to-date, and the goal is to provide a quarterly update to Council.

Motion by Councilmember Cynthia Brown and seconded by Mayor Pro-Tem Andrew Rencich to adopt the 2023-2028 City of Crestview Strategic Plan.
Roll Call: Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

11. City Clerk Report

11.1. Monthly Update

City Clerk Maryanne Schrader stated the updates are provided in the staff report. She added during August we received 77 new public records requests and have fourteen open requests.

In Laserfiche for August 2023, we have 168,108 pages which can be searched on our website.

11.2. Approval of the 2024 Annual Meeting Notice

City Clerk M. Schrader stated the Annual Meeting Notice was included in the staff report for the Council's review. She mentioned the meeting notice is subject to change in order to conduct city business timely.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Ryan Bullard to adopt the 2024 Annual Meeting Notice, as presented.
Roll Call: Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

12. City Manager Report

12.1. Financial Update - Finance Director

Finance Director Gina Toussaint the staff report contained links to the financial report and disbursements for August 2023.

12.2. Blackwater Update

Finance Director Gina Toussaint went over the financial statement for Blackwater Golf Course stating the report is favorable. She mentioned the loss was encouraging at about $38,000 and revenue was slightly over $900,000.

City Manager T. Bolduc said the numbers are encouraging. The management is operating with the revenue that was given to them with no additional funding. This includes repayment of the golf carts. It does not include revenue from the restaurant, as they were separated. He added we have a good relationship with GreatLife Golf.

City Manager T. Bolduc mentioned we recently passed the ordinance for the fee schedule. However, we have had a policy in place in the Parks and Recreation department that does not reflect the discount for registering multiple children in a program. He asked permission to continue the reduced rates for registering multiple children stating he will bring back an amended ordinance.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Doug Capps to continue to charge reduced rates for families with multiple children.
Roll Call: Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. All ayes. Motion carried.

City Manager T. Bolduc said we have $22 million in capital projects. We are going to engage a company to expedite the bid process as we have eleven bids that need to be produced. The company will create a template to assist us.

City Manager T. Bolduc announced the development order has been issued for Texas Roadhouse today.

In response to Mayor Pro-Tem A. Rencich on the state funding on Main street, City Manager T. Bolduc replied that we have been issued extensions adding we are ready to go for bid on October 1st.

13. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

Councilmember D. Capps asked that the status of the Boards be looked at as some terms may have expired and others may want to serve. City Manager T. Bolduc said the City Clerk will prepare an item for the next meeting.

Councilmember R. Bullard said he was invited to participate in a national debate at the High School which he enjoyed.

Mayor JB reminded the Council that the Homecoming Parade is October 6th and will start at 3 in the afternoon. He added Main Street will be closed for the parade.

14. Comments from the Audience

Mayor JB Whitten called for comment from the public.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:06 p.m.

Minutes approved this __ day of __2023.

_____

JB Whitten
Mayor

_____

Maryanne Schrader
City Clerk
Proper Notice having been duly given

CITY OF CRESTVIEW Item # 6.3.

Staff Report

CITY COUNCIL MEETING DATE: October 9, 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:	10/5/2023
SUBJECT:	Approve Task Order for Brookmeade Park Design

BACKGROUND:

In the 2024 budget, the City Council funded the design of the Brookmeade Park improvements.

DISCUSSION:

The attached Task Order will provide for the design of improvements to Brookmeade Park as previously approved by the City Council. The cost of this design and the improvements will be shared by the city and the Tourist Development Council. This item is the next step in the process and will allow staff to develop a more thorough budget and strategy moving forward. The total cost for design, construction plans & specifications, geotechnical, and permitting will be approximately $227,000.00.

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 full cost of this task order will be reimbursed by the Tourist Development Council from the City of Crestview's annual allocation.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the task order as submitted.

Attachments

1. Brookmeade Park Task Oder 2023-02
2. LRE - Brookemeade Park (Prelim)
3. BROOKMEADE PARK IMPROVEMENTS

TASK ORDER 2023-02

THIS TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 11, 2021 (AGREEMENT), FOR THE CITY OF CRESTVIEW, FLORIDA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Professional Engineering and Consulting Services for Design and Permitting of Brookmeade Park Improvements Project.

Article A. Purpose

The purpose of this project is to develop plans for and permit the expansion of Brookmeade Park to include a concession facility, RV camping sites, food truck parking, and event parking areas for the existing and proposed amenities. The project is located along the east side of Brookmeade Drive, south of Covell Road. The Okaloosa County Parcel ID number is: 28-3N-23-0000-0011-0000

The property listed above is owned by the City of Crestview (Client).

Article B. Scope of Services

Introduction

The purpose of Task Order 2023-02 is to authorize Alday-Howell Engineering, Inc. (AHE) to proceed with professional engineering and consulting services for the development/expansion of the 17.92 acre Brookemeade Park. Central sewer services are available via a proposed force main connection within the Brookemeade Drive right of way. Water is also already located within the property and will provide sufficient capacity needed to the proposed park expansion. Individual service connections for the new amenities will be part of this Scope. AHE is to prepare plans and calculations necessary to obtain federal, state and local permit approvals for a development order to establish the park expansion project and associated infrastructure onsite.

The scope of services provided with this task order is outlined in detail below.

Task 1 – Site Investigations

Site-specific investigations will be required to obtain the field data needed to evaluate site characteristics, design requirements, and potential impacts of the proposed development project.

Geotechnical Exploration

This subtask will be performed by Magnum Engineering, Inc. (MEI) and includes mobilization to the site, sampling and testing of the existing soil, and preparing a Geotechnical report. MEI will perform the following investigations as part of their analysis:

- Estimate Twelve (12) 5-feet to 10-feet deep Auger Borings in proposed pavement and stormwater areas
- Estimate One (1) Double Ring Infiltrometer Test (DRI) in proposed stormwater area
- Estimate Three (3) 25-feet deep Standard Penetration Test (SPT) borings in proposed building areas.

- Engineering Evaluation and Report to include Site/Soil Preparation Recommendations, Pavement Recommendations, Foundation Recommendations, and Soil Related information to aid in the design of an effective stormwater system in accordance with ERP and/or local municipal regulations.

Task 2 – Conceptual Plan and Pre-Application Meeting

The intended outcome of this task will be to obtain preliminary design approval from the CLIENT for the park expansion project. A concept plan will be developed to meet the requirements of the City of Crestview Land Development Code. AHE will attend a pre-application meeting with City of Crestview Community Development Services and all other appropriate parties to review the concept plan and obtain any additional questions that should be addressed in the permit documents, construction plans and specifications.

Under this Task, AHE will deliver the following items:

- Conduct a field review of the site and coordinate with the client and other subcontractors.
- Prepare a concept plan for submittal to Community Development Services in accordance with the City of Crestview submittal requirements for a Development Order. Sheets will include a single page site plan with pertinent planning information. It should be noted that the City of Crestview Community Development Services (CDS) allows the use of the ITE Parking Generation Manual in lieu of the City's parking requirements in the Land Development Code. This approach will be used to reduce the required parking onsite for the development. Based on conversations with CDS, this will not require any additional data or reporting since it is directly from the ITE manual, as allowed by Section 8.06.06 E of the Land Development Code.
- Attend a Pre-Application meeting with City of Crestview Community Development Services.

Task 3 – Detailed Plans and Specifications for Permitting

Upon completion of the Conceptual Approval phases, AHE will provide design services to develop construction plans and detailed technical specifications for the park expansion project utilizing the *City of Crestview Land Development Code.*

Subtask 3.1- Utility Coordination

Utility Coordination for this project will be conducted by AHE. This coordination will include field meetings with individual utility owners, as needed.

Subtask 3.2 – Permit Submittal

The Permit Submittal package will provide detailed Civil drawings that include a cover sheet, existing conditions plan, demolition/erosion control plan, site paving and striping plan, lighting plan, grading and drainage plan, utility plan with profiles, landscape plan, any special details required and a copy of the draft technical specifications for the project.

- This subtask will also include preparing stormwater calculations and report.
- Prepare and submit for NWFWMD Environmental Resource Permit (stormwater permit).
- Prepare gravity sewer connection plans including plan and profiles for the onsite portion. The sewer design will also include a lift station design and connection to the existing force main along Brookmeade Drive.

Subtask 3.3 – Respond to Comments and Plan Revisions

This subtask will include providing responses to comments received from reviewers of the development order submittal and other permit submittals. This will include a written response letter and revisions to the plans based on the comments provided.

The intended outcome of this task will be to obtain construction permits from applicable agencies such as NWFWMD and to obtain a Development Order from the City of Crestview for the planned work by the CLIENT.

Task 4 – Construction Plans and Specifications

Subtask 4.1- Construction Plans and Engineer's Opinion of Probable Construction Cost (EOPCC)

A detailed EOPCC will also be provided at this phase as well as final construction plans and detailed technical specifications.

Under this Task, AHE will deliver all permits required for the construction of the proposed development project.

Assumptions

The following assumptions have been taken into consideration in the preparation of this Scope of Services and compensation. These assumptions are based on the project scope, which is to deliver the CLIENT a completed set of construction plans and specifications of sufficient detail to obtain a reasonably accurate bid for services to construct the proposed improvements, for the selected contractor to be able to construct the improvements, to assist the CLIENT with the monitoring of the construction of the project, and to provide limited post-construction assistance. Should deviations from these assumptions be required to deliver the services provided in this Scope of Services, the scope of work and compensation shall be modified accordingly and approved by the CLIENT in writing prior to executing the changes to the Scope of Services. The assumptions are as follows:

- The CLIENT will be responsible for providing survey data and utility designations within the proposed project limits and any areas that may need to be surveyed in order to construct the project.
- The CLIENT will be responsible for the acquisition of land needed to complete this project. This includes making offers and negotiations with property owners.
- The CLIENT will conduct public awareness campaigns to inform stakeholders of the project and its anticipated construction timelines.
- The CLIENT will pay all permit fees for applications and subsequent reviews
- It is understood that the CLIENT will perform all inspections of day-to-day construction activities.
- It is understood that the CLIENT will be responsible for the advertisement for bids related to the construction of the project and shall qualify the bids received. This shall also include preparation bid documents.

Items not Included

Items that are not included in the task order may include, but are not limited to the following:

1. Geotechnical, surveying, landscape architecture, architecture, biological, and archeological services except as specified above.
2. Electrical engineering.
3. Meetings with homeowners associations and adjacent property owners.
4. Request for services by the CLIENT that are not specifically described in the above services.
5. Request from governmental agencies which require services not described in the Scope of Services.

6. Services associated with the permitting, design, and coordination of off-site utility extensions except as specifically described in the above task.
7. Services associated with FEMA Floodplain mapping and permitting.
8. Services during construction.
9. Services required due to changes in codes and regulations that occur after the date of this agreement.
10. Service required for an off-site turn lane design and permitting that may arise as a condition of traffic approval.
11. Services associated with retaining wall design and permitting.
12. FDEP and/or COE dredge and fill permitting except as indicated in the Scope of Services.
13. Sewage treatment plants and sewage pumping stations, except as described above.
14. Consumptive Use/Well permitting with NWFWMD.
15. As-built survey.
16. Permitting fees. (Client will be responsible for paying all permit fees directly to the permit authority at the time of submittal.)

Article C. Compensation Provisions

As compensation for providing the services described in Article B. Scope of Services in this task order, the CLIENT shall pay AHE, in accordance with Section 5 of the Agreement, on a lump sum basis in the total amount of $225,590. These fees will be billed monthly by percent of completion. The estimated breakdown of fees is shown in Table 1 below.

Table 1 – Compensation

Milestone:	Estimated Fee Amount:
Task 1 – Site Investigations	$5,590
Task 2 – Concept Plan and Pre-Application Meeting	$12,500
Task 3 – Detailed Plans and Specifications for Permits	$200,000
Task 4 – Construction Plans and Specifications	$2,500

Article D. Period of Service

Work will begin upon execution of this task order. A preliminary milestone schedule is shown below. The total estimated timeframe to deliver the final construction plans is 26 weeks from task order execution.

Table 2 – Preliminary Schedule

Milestone:	Estimated Fee Amount:
Task 1 – Site Investigations	6 weeks from NTP
Task 2 – Concept Plan and Pre-Application Meeting	10 weeks from NTP
Task 3 – Detailed Plans and Specifications for Permits	26 weeks from NTP
Task 4 – Construction Plans and Specifications	Immediately upon approval of all permits

Article E. Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 2023-02. Communications between the parties and between AHE's subcontractors shall be through the Authorized Representatives:

For the City of Crestview, FL	**For Alday-Howell Engineering, Inc.**
Name: Jayce Vanderford	**Name:** John Feeney, PE
Address: P.O. Drawer 1209 Crestview, FL 32536	**Address:** 4100 S. Ferdon Boulevard, Suite B2 Crestview, FL 32536
Telephone: (850) 682-6134	**Telephone:** (850) 634-6084
Email: jaycevanderford@cityofcrestview.org	**Email:** John@aldayhowell.com

Article F. Authorization

Task Order 2023-02 is effective as of _____, 2023	
Accepted for CLIENT by:	**Accepted for Alday-Howell Engineering, Inc.**
Name: Tim Bolduc	**Name:** Travis Howell, PE
Title: City Manager	**Title:** Principal/Vice President

Engineer's Opinion of Probable Construction Cost

Prepared by:

Alday-Howell
ENGINEERING, INC.
4100 S. Ferdon Boulevard, Suite B2
Crestview, FL 32536
Phone (850) 634-6084 FAX (850) 526-4740

Prepared for: City of Crestview Public Services

Project Name: Brookmead Park Improvements

September 2023 Costs

Date: 9/25/2023 Basis: Preliminary

Page: 1 of 1 Estimator: NMM

Checked By: JSF

1	MOBILIZATION	1	LS	5%	$120,830.25
2	6" LIMEROCK BASE	3915	SY	$35.00	$137,025.00
3	8" LIMEROCK BASE	7660	SY	$40.00	$306,400.00
4	ASPHALT OVERLAY	56	TN	$200.00	$11,200.00
5	SUPERPAVE ASPHALTIC PAVEMENT	1290	TN	$200.00	$258,000.00
6	CURB & GUTTER	4460	LF	$50.00	$223,000.00
7	PERFORMANCE TURF	23800	SY	$2.00	$47,600.00
8	6" CONCRETE	2219	SY	$100.00	$221,877.78
9	4" CONCRETE	2015	SY	$75.00	$151,125.00
10	24" MES	2	EA	$2,850.00	$5,700.00
11	MISC. DRAINAGE	1	LS	$36,650.00	$36,650.00
12	CURB INLET	2	EA	$12,000.00	$24,000.00
13	TYPE-E INLET	1	EA	$11,000.00	$11,000.00
14	TYPE-C INLET	11	EA	$7,500.00	$82,500.00
15	18" PIPE	940	LF	$200.00	$188,000.00
16	24" PIPE	803	LF	$210.00	$168,630.00
17	2" FORCE MAIN SS	1038	LF	$75.00	$82,850.00
18	4" SS PVC PIPE	565	LF	$70.00	$39,550.00
19	8" SS PVC PIPE	753	LF	$105.00	$79,065.00
20	4" SS CLEANOUT	15	EA	$400.00	$6,000.00
21	STANDARD MANHOLE <10' DEEP	3	EA	$12,600.00	$37,800.00
22	WATER MAIN EXTENSION	1	LS	$59,750.00	$59,750.00
23	WATER SERVICES	1	LS	$43,200.00	$43,200.00
24	TYPE B FENCE	2691	LF	$29.75	$80,057.25
25	INLET PROTECTION	15	EA	$320.00	$4,800.00
26	GRAVITY WALL	45	CY	$850.00	$38,250.00
27	LIFT STATION	1	LS	$75,000.00	$75,000.00
28	CLEARING & GRUBBING	10.1	AC	$12,500.00	$126,250.00
29	THERMOPLASTIC STRIPING	1	LS	$8,350.00	$8,350.00
				Subtotal:	$2,674,460.28
				Contingency 10%	$267,446.03
				Total Construction Cost:	**$2,941,906.31**

MAGNUM ENGINEERING INC
GEOTECHNICAL ENGINEERING CONSULTANTS

September 27, 20223

Client: Mr. John Feeney, P.E.
Alday-Howell Engineering, Inc.
4100 S. Ferdon Boulevard, Suite B
Crestview, FL 32536

Project Name & Location: Brookmeade Park Improvements - Geotechnical Services
Crestview, Florida

Scope of Service: **Mobilization, Estimate Three (3) 25-feet deep Standard Penetration Test (SPT) borings in the proposed building footprint. Twelve (12) 5-feet to 10-feet deep auger borings in the proposed pavement and stormwater management area, and One (1) Double Ring Infiltrometer test (DRI) in proposed stormwater management area. Laboratory Testing, if required. Engineering Evaluation and Report to include site/soil preparation recommendations, foundation recommendations and Environmental Resource Permitting (ERP) design parameters to aid in the stormwater design.**

Method of Contract: Lump Sum

Budget Estimate: **$5,590.00**

To authorize Magnum Engineering, Inc to provide the above scope of services please sign the attached authorization form where indicated, and return a copy of the signed proposal to us.

Magnum Engineering appreciates the opportunity to provide you with Geotechnical services on this project. Should you have any questions or comments, please call.

Sincerely,
MAGNUM ENGINEERING, INC.

JAMES T. VICKERS, P.E.
Sr. Geotechnical Engineer

Attachments: General Conditions
Authorization Form

429 FLORIDA AVENUE
LYNN HAVEN, FLORIDA 32444
OFFICE: 850.258.0994

MAGNUM ENGINEERING INC
GEOTECHNICAL ENGINEERING CONSULTANTS

GENERAL CONDITIONS

1.0 RIGHT-OF-ENTRY - The client will provide right-of-entry for Magnum Engineering, Inc. and all necessary equipment in order to complete the work. While Magnum Engineering, Inc.. will take precaution to minimize any damage to the property, it is understood by the Client that in the course of work damage may occur, the correction of which is not part of this Agreement.

2.0 DAMAGE TO EXISTING MAN-MADE OBJECTS - The Client will provide the location of underground utilities or obstructions to Magnum Engineering, Inc. who, in the prosecution of this work, will take precaution to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold Magnum Engineering, Inc. harmless for any damages to subterranean structures which are not called to Magnum Engineering, Inc.'s attention and correctly shown on the plans furnished and will reimburse Magnum Engineering, Inc. for any expenses in connection with any claims or suits including reasonable attorney fees.

3.0 SAMPLE RETENTION - Magnum Engineering, Inc. will retain all soil samples for 30 days. Further storage or transfer of samples can be made at Client's expense upon written authorization.

4.0 STANDARD OF CARE - Service performed by Magnum Engineering, Inc. under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

5.0 Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Magnum Engineering, Inc. and that the data, interpretations and recommendations of Magnum Engineering, Inc. are based solely on the information available to it. Magnum Engineering, Inc. shall not be responsible for the interpretation by others of information developed.

6.0 ORAL AGREEMENTS - No oral agreement, guarantee, promise, representation or warranty shall be binding.

7.0 OWNERSHIP OF DOCUMENTS - All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by Magnum Engineering, Inc., as instruments of service, shall remain the property of Magnum Engineering, Inc.

8.0 BASIS OF PAYMENT - Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at the maximum rate allowed by law from the date of the invoice until same is paid.

8.1 If the Client fails to make payment due to Magnum Engineering, Inc. for service and/or expenses within 60 days of date of invoice, Magnum Engineering, Inc. may, after giving seven days written notice to the Client, suspend services until all outstanding amounts have been paid to Magnum Engineering, Inc. in full. Further, Magnum Engineering, Inc. may, in addition to withholding services, withhold reports, plans and other documents not paid in full by the Client.

8.2 In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse Magnum Engineering, Inc. for expenses in connection with any claims or suits, including reasonable attorneys' fees.

9.0 DISPUTES - In the event that a dispute should arise relating to the performance of services provided under this Agreement, and that dispute results in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees and other claim-related expenses.

10.0 INDEMNIFICATION - Magnum Engineering, Inc. agrees to hold harmless and indemnify the Client from and against liability arising out of Magnum Engineering, Inc.'s negligent performance of the work. The Client agrees to indemnify and hold Magnum Engineering, Inc. harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which Magnum Engineering, Inc. was not solely negligent.

11.0 LIMITATION OF LIABILITY - The Client/Owner agrees to limit Magnum Engineering, Inc . liability for negligent professional acts, errors, or omissions such that the total aggregate liability of Magnum Engineering, Inc. shall not exceed $50,000 or the total fee for the services rendered on this project, whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractor arising from Magnum Engineering, Inc. negligent professional acts, errors or omissions.

12.0 INSURANCE - Magnum Engineering, Inc. represents and warrants that it and its agents, staff and consultants employed by it are protected by Employer's Liability Insurance in conformance with applicable state laws. Magnum Engineering, Inc. has coverage under public liability and property damage insurance policies. A Certificate of Insurance can be supplied evidencing such coverage upon request.

12.1 Within the limits and conditions of such insurance, Magnum Engineering, Inc. agrees to indemnify and save the Client harmless from and against any loss, damage or liability arising from any negligent acts by Magnum Engineering, Inc. Magnum Engineering, Inc. shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. Magnum Engineering, Inc. shall not be responsible for any loss, damage or liability arising from any acts by the Client, its agents, staff and other consultants employed by it.

12.2 Cost of the above coverage is included in our quoted fees. If additional coverage of increased limits or liability are required, Magnum Engineering, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

13.0 TERMINATION - This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such terminating shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Magnum Engineering, Inc. shall be paid for services performed prior to the termination notice date and shall be reimbursed for reasonable termination expenses.

13.1 In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, Magnum Engineering, Inc. may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for Magnum Engineering, Inc. in completing such analysis, records and reports.

14.0 ASSIGNS - Neither the Client or Magnum Engineering, Inc. may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party.

Magnum Engineering, Inc.
Geotechnical Engineering Consultants
429 Florida Avenue
Lynn Haven, Florida 32444

AUTHORIZATION FORM

CLIENT: ALDAY-HOWELL ENGINEERING, INC.

PROJECT: BROOKMEADE PARK IMPROVEMENTS - GEOTECHNICAL SERVICES

LOCATION: OKALOOSA COUNTY, FLORIDA

DATE: SEPTEMBER 27, 2023

Our understanding of the scope of work is outlined in the cover letter included herein and the attached General Conditions. The signature below authorizes performance of work as described herein in the amount **of $5,590.00** and does so on behalf of the Owner of the land in question and warrants he/she has authority to sign on behalf of the Owner.

SIGNATURE: _____

NAME AND TITLE: _____

FIRM: _____

DATE: _____

_____

Invoices should be directed as follows:

FIRM NAME: _____

ADDRESS: _____

_____

Person(s) authorized to order work:

NAME:	**NAME:**
FIRM:	**FIRM:**
PHONE №::	**PHONE** №::

DISTRIBUTION:

Any distribution in excess of four copies per report will be billed. All reports associated with this project should be distributed as follows:

FI	**ADDRESS**
1.	

CITY OF CRESTVIEW Item # 8.1.

Staff Report

CITY COUNCIL MEETING DATE: October 9, 2023
TYPE OF AGENDA ITEM: Ordinance

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jessica Leavins, Administrative Services Director
DATE:	10/5/2023
SUBJECT:	Ordinance 1952 - General Employees Retirement Amendment

BACKGROUND:

The City of Crestview provides a pension retirement plan for our employees. The General Employee Retirement Board contracts with Foster and Foster to administer the General Employee Retirement Plan.

DISCUSSION:

In 2023, the IRS implemented a change to the required minimum distribution age. Required minimum distributions (RMDs) are the minimum amounts you must withdraw from your retirement accounts each year. The General Employee Retirement Board has proposed an ordinance amending the General Employee Retirement Plan, changing the required distribution age from age 70 ½ to age 73, provided the member had not already attained age 72 by December 31, 2022. This change provides for intent to make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.

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

FINANCIAL IMPACT

There is no financial impact for this amendment.

RECOMMENDED ACTION

Staff respectfully requests a motion to move this ordinance to second reading.

Attachments

1. 2023.08.25_CrestviewGeneral_NoImpactLetter
2. RMD_change_ammendment_-_CG

ORDINANCE: 1952

AN ORDINANCE OF THE CITY OF CRESTVIEW FURTHER AMENDING THE CITY OF CRESTVIEW GENERAL EMPLOYEES' RETIREMENT PLAN; AMENDING SECTION 6 BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 7 PRE-RETIREMENT DEATH; AMENDING SECTION 10 OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 15 MINIMUM DISTRIBUTION OF BENEFTIS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Crestview General Employees are currently provided pension and certain other benefits under Ordinances of the City of Crestview and;

WHEREAS, the City Council desires to amend the Retirement Plan to attract and retain employees;
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA:

SECTION 1: That the City of Crestview General Employees Retirement Plan Section 6, Subsection 6, is hereby amended to read:

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY
* * *
6. Required Distribution Date.
The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) three (73), provided the member had not already attained age 72 by December 31, 2022, or the calendar year in which the Member terminates employment with the City. The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.

SECTION 2: That the City of Crestview General Employees Retirement Plan Section 7, Subsection 2, is hereby amended to read:

SECTION 7. PRE-RETIREMENT DEATH
* * *
2. Deceased Members Vested or Eligible for Retirement with Spouse as Beneficiary.
* * *
E. Notwithstanding anything contained in this Section to the contrary, in any event, distributions to the Spouse Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date selected pursuant to the above provisions in this Section that must be on or before December 31 of the calendar year in which the Member would have attained age 70½ seventy three (73), provided the member had not already attained age 72 by December 31, 2022. The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.
* * *
SECTION 3: That the City of Crestview General Employees Retirement Plan Section 10, Subsection 5, is hereby amended to read:

SECTION 10. OPTIONAL FORMS OF BENEFITS
* * *
5. Retirement income payments shall be made under the option elected in accordance with the provisions of this Section and shall be subject to the following limitations:
* * *
E. The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half

(70½) three (73), provided the member had not already attained age 72 by December 31, 2022, or the calendar year in which the Member terminates employment with the City. The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.

SECTION 4: That the City of Crestview General Employees Retirement Plan Section 15, Subsection 2, is hereby amended to read:

SECTION 15. MINIMUM DISTRIBUTION OF BENEFITS.
* * *
2. Time and Manner of Distribution.
A. Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70 ½) three (73), provided the member had not already attained age 72 by December 31, 2022, or the calendar year in which the Member terminates employment with the City. The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.
B. Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed no later than as follows:
(1) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age 70 ½ seventy three (73), provided the member had not already attained age 72 by December 31, 2022, if later, as the surviving spouse elects. The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.

SECTION 5: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Crestview.

SECTION 6: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 7: If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 8: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this ____ day of _____, 2023.

PASSED AND ADOPTED on the second reading, this ____ day of _____, 2023.

_____
JB WHITTEN, MAYOR

ATTEST:

_____
MARYANNA SCHRADER
CITY CLERK

August 25, 2023

VIA EMAIL

Michelle Rodriguez, Plan Administrator
City of Crestview
General Employees' Retirement Board
2503 Del Prado Blvd. S. Suite 502
Cape Coral, FL 33904

Re: City of Crestview
General Employees' Retirement Plan

Dear Michelle:

In response to your email dated August 20, 2023, we have reviewed the proposed Ordinance amending the Plan to change the required distribution age from age 70 ½ to age 73, provided the member had not already attained age 72 by December 31, 2022, and providing for intent to make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.

We have determined that adoption of these changes will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

If you have any questions, please let me know.

Sincerely,

Joseph L. Griffin, ASA, EA, MAAA

ORDINANCE NO.: _____

AN ORDINANCE OF THE CITY OF CRESTVIEW FURTHER AMENDING THE CITY OF CRESTVIEW GENERAL EMPLOYEES' RETIREMENT PLAN; AMENDING SECTION 6 BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 7 PRE-RETIREMENT DEATH; AMENDING SECTION 10 OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 15 MINIMUM DISTRIBUTION OF BENEFTIS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Crestview General Employees are currently provided pension and certain other benefits under Ordinances of the City of Crestview and;

WHEREAS, the City Council desires to amend the Retirement Plan to attract and retain employees;

NOW, THEREFORE, **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA**:

SECTION 1: That the City of Crestview General Employees Retirement Plan Section 6, Subsection 6, is hereby amended to read:

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY

* * *

6. Required Distribution Date.

The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy ~~and one-half (70½)~~ **three (73), provided the member had not already attained age 72 by December 31, 2022,** or the calendar year in which the Member terminates employment with the City. **The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.**

SECTION 2: That the City of Crestview General Employees Retirement Plan Section 7, Subsection 2, is hereby amended to read:

SECTION 7. PRE-RETIREMENT DEATH

* * *

2. Deceased Members Vested or Eligible for Retirement with Spouse as Beneficiary.

* * *

E. Notwithstanding anything contained in this Section to the contrary, in any event, distributions to the Spouse Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date selected pursuant to the above provisions in this Section that must be on or before December 31 of the calendar year in which the Member would have attained **age** ~~70½~~ **seventy three (73), provided the member had not already attained age 72 by December 31, 2022. The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.**

* * *

SECTION 3: That the City of Crestview General Employees Retirement Plan Section 10, Subsection 5, is hereby amended to read:

SECTION 10. OPTIONAL FORMS OF BENEFITS

* * *

5. Retirement income payments shall be made under the option elected in accordance with the provisions of this Section and shall be subject to the following limitations:

* * *

E. The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy ~~and one-half~~

~~(70½)~~ **three (73), provided the member had not already attained age 72 by December 31, 2022,** or the calendar year in which the Member terminates employment with the City. **The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.**

SECTION 4: That the City of Crestview General Employees Retirement Plan Section 15, Subsection 2, is hereby amended to read:

SECTION 15. MINIMUM DISTRIBUTION OF BENEFITS.

* * *

2. Time and Manner of Distribution.

A. Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy ~~and one-half (70 ½)~~ **three (73), provided the member had not already attained age 72 by December 31, 2022,** or the calendar year in which the Member terminates employment with the City. **The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.**

B. Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed no later than as follows:

(1) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age ~~70 ½~~ **seventy three (73), provided the member had not already attained age 72 by December 31, 2022,** if later, as the surviving spouse elects. **The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.**

SECTION 5: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Crestview.

SECTION 6: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 7: If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 8: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this ____ day of _____, 2023.

PASSED AND ADOPTED on the second reading, this ____ day of _____, 2023.

_____
JB WHITTEN, MAYOR

ATTEST:

_____
MARYANNA SCHRADER
CITY CLERK

CITY OF CRESTVIEW Item # 10.1.

Staff Report

CITY COUNCIL MEETING DATE: October 9, 2023
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Wayne Steele, Director of Operations
DATE:	10/5/2023
SUBJECT:	Twin Hills Children's Park Renovations

BACKGROUND:

Twin Hills Children's Playground is the City's largest and most used playground and has served the community well over the last two decades. Since its last update in 2001, the playground has become extremely worn out. Aside from the sun faded outdated playground equipment, in the early 2000's it was trendy for municipalities to integrate water features into their playgrounds. Time has shown that continuous water flow negatively impacts the rubber surfacing by creating holes and surface deterioration. In 2023, it is suggested by designers to separate the splash pad from the dry park features to extend the life of the rubber surfacing. City staff understand the need to make park improvements and requested funds to be added to the 2024 budget for the improvements. Based on initial conversations, staff estimated the cost of the park to be approximately $700,000 with anticipation that $350,000 of city funds would be matched by a park grant to cover the remaining cost. Staff engaged with Struthers Recreation, representatives of Gametime, a Playcore company, to redesign Twin Hills Childrens Park through OMNIA partners' grant opportunities. On October 4, 2023, Struthers Recreation submitted a new design and proposal for the playground and splash pad.

DISCUSSION:

The nature-themed splash pad will be separate from the playground and located on the empty space just south of the playground, which includes a rain tunnel, splash animals, water dumping bucket, surface sprays, shade, and seating. The splash pad proposal was quoted at $324,627.91 (including freight) with a discount of 25,947.98 for a total of 298,679.93. Construction could commence as early as January 2024 and be completed by April 2024. During construction of the splashpad, the playground would remain open.

The new nature-themed playground designed to be inclusive includes an ages 2-5 play structure, ages 5-12 play structure, swings, agility active play units, rope climber, musical instruments, inclusive whirl, creative play freestanding structures, rubber surfacing, shade, and seating. The playground proposal was quoted at $1,041,005.05 (includes freight) with an OMNIA grant discount of $237,606.87 for a total of $803,398.18. To receive discounts from the OMNIA grant, playground equipment will require equipment downpayment of $217,402 and a signed proposal by October 20, 2023. While equipment is being fabricated, the existing park equipment will need to be removed and the site prepared prior to beginning construction. Park demolition and site prep costs are not included in the proposal and are the responsibility of the City and are expected to be completed in-house utilizing City resources. Construction could commence as soon as the splash pad is completed in April 2024 and be completed by August 2024.

With new improvements being made to the park, staff have recognized the need to make site improvements that complement the new playground and splash pad, which include removing stairs, repainting block wall, replacing chain link fence, repainting metal railing, repainting pavilions, repainting restrooms, repainting existing swing sets, tree removal, restripe parking lot, sidewalk extension, and new park signage. Site improvements are estimated at $100,000.

The cost for this project, after discounts, includes Playground (803,398.18), Splash Pad (298,679.93), and Site Improvements ($100,000) for a total of $1,202,078.11. The 2024 budget dedicated $350,000 in City funds to go towards this project, leaving an unfunded balance of $852,078.11 to complete all project deliverables. Due to the amount of the unfunded balance, staff recommends phasing the project into two parts, where phase 1 applies the 2024 budgeted funds to complete the splash pad in fiscal year 2024 and phase 2 completes the playground with site improvements in the fiscal year 2025 budget. Phasing out the project would allow staff to apply for more grant opportunities to complete the playground.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Funding is available in the Parks and Recreation capital improvements budget in fiscal year 2024.

RECOMMENDED ACTION

Staff respectfully requests a motion to phase out the project where Phase 1 completes the splashpad in Fiscal Year 2024 and Phase 2 completes the playground and site improvements in Fiscal Year 2025.

Attachments

1. Playground Proposal
2. Twin Hills Park - Splash Pad Proposal
3. Twin Hills Park - Shade Proosal
4. THCP Presentation

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

10/04/2023
Quote #
104362-01-04

Twin Hills Park - New Playground A2 (Matching Funds - CWO)

City of Crestview Parks and Recreation
Attn: Chuck Powell
100 North Hathaway St
Crestview, FL 32539
Phone: 850-682-6132
Fax:850-682-1754
chuckpowell@cityofcrestview.org

Ship to Zip 32539

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	$84.00	$84.00
1	RDU	GameTime - 104362-D1_R1 PowerScape Play Structure- Matching Funds - Cash With Order	$368,598.00	$368,598.00
1	5607RP	GameTime - Custom 16' V-Bridge Climbing Net, 4' Incline	$38,448.00	$38,448.00
1	7027	GameTime - Box Turtle	$13,948.00	$13,948.00
1	RDU	GameTime - 104362-D1.2 2-5 Play Structure- Matching Funds - Cash With Order	$66,206.00	$66,206.00
1	6263	GameTime - Inclusive Whirl - Natural	$17,779.00	$17,779.00
1	38000	GameTime - The Dragonfly	$7,274.00	$7,274.00
1	38020	GameTime - Rockin Robin	$4,749.00	$4,749.00
1	7025L	GameTime - Frog	$10,652.00	$10,652.00
1	7030L	GameTime - Inchworm	$10,869.00	$10,869.00
1	18826	GameTime - Primetime Swing 3 1/2" X 8'	$1,799.00	$1,799.00
2	18827	GameTime - Primetime Swing Add A Bay 3 1/2" X 8'	$1,113.00	$2,226.00
4	8910	GameTime - Belt Seat 3 1/2"Od(8910)	$366.00	$1,464.00
1	5128	GameTime - Expression Swing 3 1/2" X 8'	$1,859.00	$1,859.00
1	8552	GameTime - 3 1/2" Zero-G Chair (5-12)-Galv Chain	$745.00	$745.00
1	GBENS	Freenotes Harmony Park - Garden Bed Ensemble, Surface Mount	$10,469.00	$10,469.00
1	38233	GameTime - Forked Balance Beam	$4,860.00	$4,860.00
3	38110	GameTime - Small Mushroom Red	$765.00	$2,295.00
1	38112	GameTime - Log Crawl Thru	$8,195.00	$8,195.00
1	5946SP	GameTime - VistaArc Sphere 1	$40,407.00	$40,407.00
11105	PIP12924	GT-Impax - SQFT Poured in Place Rubber Safety Surfacing - Installed- 50/50 color Black Mix, 8' fall height with 12' fall height under towers.	$19.60	$217,658.00
1600	PIPFL4	GT-Impax - SQFT of Poured in Place Rubber Safety Surfacing - Installed- *1.75" depth for 4' fall height, 50/50 color/black mix, standard colors*	$23.13	$37,008.00
1	INSTALL	GameTime - 4" Stone Sub-Base for Poured in Place Surfacing	$62,070.00	$62,070.00
6	T108I	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I	$829.00	$4,974.00
4	T110	GT-Site - 32 GAL DURACLAD RECEPTACLE SM	$968.00	$3,872.00
1	INSTALL	GameTime - Concrete Curb	$8,563.00	$8,563.00
1	INSTALL	GameTime - Installation of Play Equipment	$78,726.00	$78,726.00
Contract: OMNIA #2017001134			**Sub Total**	$1,025,797.00
			Discount	($237,606.87)
			Freight	$15,208.05

Twin Hills Park - New Playground A2 (Matching Funds - CWO)

Quantity	Part #	Description	Unit Price	Amount
			Total	$803,398.18

Comments

CWO Amount due at time of order is $217,402.00
Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:
All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:
FOB Factory.

Orders:
All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over $100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:
Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under $5,000 require payment with order.

OMNIA Partners Contract #2017001134

Purchase Orders must me made out to GameTime when purchasing through the contract.

Pricing reflects GameTime's **Matching Funds Grant - Cash with Order.** Payment must be made at time of order. Order must be placed by October 20, 2023, otherwise pricing will be subject to change. Order must be delivered by December 31st, 2023. Owner is responsible for unloading of and storage of all equipment until ready for installation.

Twin Hills Park - New Playground A2 (Matching Funds - CWO)

Acceptance of quotation:
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: **$803,398.18**

Date: _____ Title: _____

Phone: _____ Facsimilie: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

P.O. Box 1178
Pelham, AL 35124
P:205.663.5058 F:205.663.5012
www.struthersrecreation.com

10/04/2023
Quote #
104613-01-01

Twin Hills Park - Splash Pad

City of Crestview Parks and Recreation
Attn: Chuck Powell
100 North Hathaway St
Crestview, FL 32539
Phone: 850-682-6132
Fax:850-682-1754
chuckpowell@cityofcrestview.org

Ship to Zip 32539

Quantity	Part #	Description	Unit Price	Amount
1	ARCH-LEAF-1370-MF	Rain Drop - ARCH 7 FT, MISTING, SS	$17,800.00	$17,800.00
1	MSHT-002-LF	Rain Drop - MINI SHOWER TUNNEL - LF	$2,030.00	$2,030.00
1	CFBF-001-LF-OM	Rain Drop - JEREMIAH THE BULLFROG-LF-OM	$5,875.00	$5,875.00
1	SLBG-001-OM-SS	Rain Drop - SIL LYWET PRISMATIC BUG-OM-SS	$12,015.00	$12,015.00
1	WORB-001-OM	Rain Drop - WHIR LY ORB-OM	$7,620.00	$7,620.00
1	FRLK-001-OM-SS	Rain Drop - LANKY FROG - OM - SS	$22,055.00	$22,055.00
2	TALP-001-OM	Rain Drop - TALL TOOLIP SPRAY-OM	$750.00	$1,500.00
2	TFJT-001-LF-OM	Rain Drop - TRIPLE FAN JET-LF-OM	$750.00	$1,500.00
2	MPKJ-002-LF-OM	Rain Drop - MINI POPKORN JET-LF-OM	$750.00	$1,500.00
2	WTJT-001-LF-OM	Rain Drop - WATER TIARA-LF-OM	$750.00	$1,500.00
2	GSJT-001-LF-OM	Rain Drop - GUSHER JET, LOW FLOW, OM	$825.00	$1,650.00
2	TWTO -001-LF-OM	Rain Drop - TWIN TOWER-LF-OM	$750.00	$1,500.00
1	BOL-LEAF-001	Rain Drop - LEAF ACTIVATOR	$6,015.00	$6,015.00
14	BLV-MFD-UNN-1	Rain Drop - 1" BALL VALVE ASSEMBLY -TRUE UNION	$175.00	$2,450.00
1	BLV-MFD-UNN-2	Rain Drop - 2" BALL VALVE ASSEMBLY -TRUE UNION	$295.00	$295.00
1	MFD6-114213040	Rain Drop - MANIFOLD	$3,705.00	$3,705.00
1	TMR-1Z	Rain Drop - TIMER FOR ONE ZONE	$4,080.00	$4,080.00
1	PSOL-3-001	Rain Drop - 3" PRESSURE CONTRO L VALVE ASS'Y	$2,375.00	$2,375.00
1	Cabinet	Vak Pak - CB416 Above Grade Potable Splash Pad Cabinet	$14,670.00	$14,670.00
1	Installation	Struthers Recreation - Installation of Splash Pad Equipment	$140,190.00	$140,190.00
			Sub Total	$250,325.00
			Discount	($25,032.50)
			Freight	$3,445.00
			Total	**$228,737.50**

Twin Hills Park - Splash Pad

Comments

124 GPM

Sourcewell Contract #010521

Backflow preventer and pressure reducing valve required - provided by others. Owner is responsible for bringing water and electrical to the site and tying into our manifold and controller. Price includes simple grade work for the splash pad only. Price does not include extensive grade work, landscaping, and utility tie-in. Drains will be Run 10' beyond edge of pad. Permits, bonding, and taxes not included.

Twin Hills Park - Splash Pad

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Order Information Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Melissa Isbell

Twin Hills Park - Splash Pad

10/04/2023
Quote #104613-01-01

Acceptance of quotation:
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: **$228,737.50**

Date: _____ Title: _____

Phone: _____ Facsimilie: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

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or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

10/04/2023
Quote #
104613-01-02

Twin Hills Park - Splash Pad Shade

City of Crestview Parks and Recreation
Attn: Chuck Powell
100 North Hathaway St
Crestview, FL 32539
Phone: 850-682-6132
Fax:850-682-1754
chuckpowell@cityofcrestview.org

Ship to Zip 32539

Quantity	Part #	Description	Unit Price	Amount
3	QRM188	GT-Shade - GTCU202008SG CANTI UMB 20X20X8 W/GLD	$10,172.00	$30,516.00
1	3680	GT-Shade - Standard Sealed Engineered Drawings	$950.00	$950.00
1	Installation	Struthers Recreation - Installation of Shades- Includes 20x20 concrete pads below.	$38,385.00	$38,385.00
Contract: OMNIA #2017001134			**Sub Total**	$69,851.00
			Discount	($915.48)
			Freight	$1,006.91
			Total	**$69,942.43**

OMNIA Partners Contract #2017001134

Purchase Orders must me made out to GameTime when purchasing through the contract.

Twin Hills Park - Splash Pad Shade

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Order Information Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

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Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

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Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Melissa Isbell

Twin Hills Park - Splash Pad Shade

10/04/2023
Quote #104613-01-02

Acceptance of quotation:
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: **$69,942.43**

Date: _____ Title: _____

Phone: _____ Facsimilie: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

TWIN HILLS CHILDREN'S PARK IMPROVEMENTS

RainDrop
MAKING WATER FUN SINCE 1982
2121 Cottage St · Ashland, OH · 44805
For presentation purposes only. Size, color and placement may vary
OPTIONAL COLOR SURFACE SHOWN, CONFIRM WITH INSTALLER
Project 1887221

2121 Cottage St · Ashland, OH · 44805

For presentation purposes only. Size, color and placement may vary

OPTIONAL COLOR SURFACE SHOWN, CONFIRM WITH INSTALLER

Project 1887221

RainDrop
MAKING WATER FUN SINCE 1982
2121 Cottage St · Ashland, OH · 44805
For presentation purposes only. Size, color and placement may vary
OPTIONAL COLOR SURFACE SHOWN, CONFIRM WITH INSTALLER
Project 1887221

RainDrop

https://youtu.be/vl0EDV1YUew

MAKING WATER FUN SINCE 1982

2121 Cottage St · Ashland, OH · 44805

For presentation purposes only. Size, color and placement may vary

OPTIONAL COLOR SURFACE SHOWN, CONFIRM WITH INSTALLER

Project 1887221

P.O. Box 1178
Pelham, AL 35124
P:205.663.5058 F:205.663.5012
www.struthersrecreation.com

10/04/2023
Quote #
104613-01-01

Twin Hills Park - Splash Pad

City of Crestview Parks and Recreation
Attn: Chuck Powell
100 North Hathaway St
Crestview, FL 32539
Phone: 850-682-6132
Fax:850-682-1754
chuckpowell@cityofcrestview.org

Ship to Zip 32539

Quantity	Part #	Description	Unit Price	Amount
1	ARCH-LEAF-1370-MF	Rain Drop - ARCH 7 FT, MISTING, SS	$17,800.00	$17,800.00
1	MSHT-002-LF	Rain Drop - MINI SHOWER TUNNEL - LF	$2,030.00	$2,030.00
1	CFBF-001-LF-OM	Rain Drop - JEREMIAH THE BULLFROG-LF-OM	$5,875.00	$5,875.00
1	SLBG-001-OM-SS	Rain Drop - SIL LYWET PRISMATIC BUG-OM-SS	$12,015.00	$12,015.00
1	WORB-001-OM	Rain Drop - WHIR LY ORB-OM	$7,620.00	$7,620.00
1	FRLK-001-OM-SS	Rain Drop - LANKY FROG - OM - SS	$22,055.00	$22,055.00
2	TALP-001-OM	Rain Drop - TALL TOOLIP SPRAY-OM	$750.00	$1,500.00
2	TFJT-001-LF-OM	Rain Drop - TRIPLE FAN JET-LF-OM	$750.00	$1,500.00
2	MPKJ-002-LF-OM	Rain Drop - MINI POPKORN JET-LF-OM	$750.00	$1,500.00
2	WTJT-001-LF-OM	Rain Drop - WATER TIARA-LF-OM	$750.00	$1,500.00
2	GSJT-001-LF-OM	Rain Drop - GUSHER JET, LOW FLOW, OM	$825.00	$1,650.00
2	TWTO -001-LF-OM	Rain Drop - TWIN TOWER-LF-OM	$750.00	$1,500.00
1	BOL-LEAF-001	Rain Drop - LEAF ACTIVATOR	$6,015.00	$6,015.00
14	BLV-MFD-UNN-1	Rain Drop - 1" BALL VALVE ASSEMBLY -TRUE UNION	$175.00	$2,450.00
1	BLV-MFD-UNN-2	Rain Drop - 2" BALL VALVE ASSEMBLY -TRUE UNION	$295.00	$295.00
1	MFD6-114213040	Rain Drop - MANIFOLD	$3,705.00	$3,705.00
1	TMR-1Z	Rain Drop - TIMER FOR ONE ZONE	$4,080.00	$4,080.00
1	PSOL-3-001	Rain Drop - 3" PRESSURE CONTRO L VALVE ASS'Y	$2,375.00	$2,375.00
1	Cabinet	Vak Pak - CB416 Above Grade Potable Splash Pad Cabinet	$14,670.00	$14,670.00
1	Installation	Struthers Recreation - Installation of Splash Pad Equipment	$140,190.00	$140,190.00
			Sub Total	$250,325.00
			Discount	($25,032.50)
			Freight	$3,445.00
			Total	**$228,737.50**

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

10/04/2023
Quote #
104613-01-02

Twin Hills Park - Splash Pad Shade

City of Crestview Parks and Recreation
Attn: Chuck Powell
100 North Hathaway St
Crestview, FL 32539
Phone: 850-682-6132
Fax:850-682-1754
chuckpowell@cityofcrestview.org

Ship to Zip 32539

Quantity	Part #	Description	Unit Price	Amount
3	QRM188	GT-Shade - GTCU202008SG CANTI UMB 20X20X8 W/GLD	$10,172.00	$30,516.00
1	3680	GT-Shade - Standard Sealed Engineered Drawings	$950.00	$950.00
1	Installation	Struthers Recreation - Installation of Shades- Includes 20x20 concrete pads below.	$38,385.00	$38,385.00
Contract: OMNIA #2017001134			**Sub Total**	$69,851.00
			Discount	($915.48)
			Freight	$1,006.91
			Total	**$69,942.43**

OMNIA Partners Contract #2017001134

Purchase Orders must me made out to GameTime when purchasing through the contract.

STRUTHERS RECREATION

Twin Hills Park Playground

GameTime®
A PLAYCORE Company

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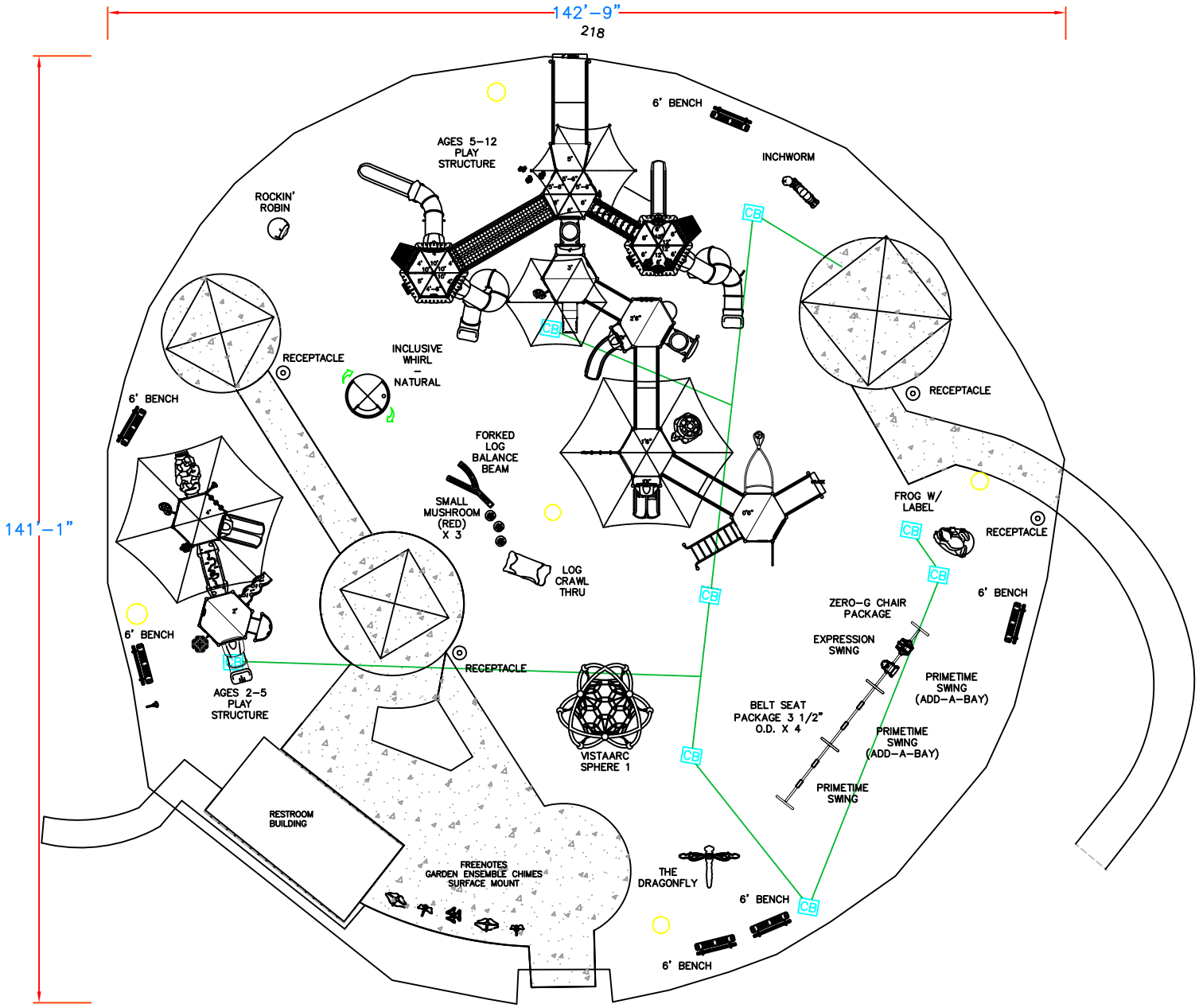

STRUTHERS RECREATION
PO Box 1178
Pelham, AL 35124
p. 205.663.5058
t. 800.221.8869
f. 205.663.5012
www.struthersrecreation.com

Twin Hills Park
Playground

Project Manager:
John Kilpatrick

This play equipment is recommended for children ages
2-5 & 5-12

Minimum Area Required:
143' x 142'

Scale: NTS

This drawing can be scaled only when in an 8 1/2" x 11" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
M. Isbell

Date:
10.2.2023

Drawing Name:
104362-A2R1

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

10/04/2023
Quote #
104362-01-04

Twin Hills Park - New Playground A2 (Matching Funds - CWO)

City of Crestview Parks and Recreation
Attn: Chuck Powell
100 North Hathaway St
Crestview, FL 32539
Phone: 850-682-6132
Fax:850-682-1754
chuckpowell@cityofcrestview.org

Ship to Zip 32539

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	$84.00	$84.00
1	RDU	GameTime - 104362-D1_R1 PowerScape Play Structure- Matching Funds - Cash With Order	$368,598.00	$368,598.00
1	5607RP	GameTime - Custom 16' V-Bridge Climbing Net, 4' Incline	$38,448.00	$38,448.00
1	7027	GameTime - Box Turtle	$13,948.00	$13,948.00
1	RDU	GameTime - 104362-D1.2 2-5 Play Structure- Matching Funds - Cash With Order	$66,206.00	$66,206.00
1	6263	GameTime - Inclusive Whirl - Natural	$17,779.00	$17,779.00
1	38000	GameTime - The Dragonfly	$7,274.00	$7,274.00
1	38020	GameTime - Rockin Robin	$4,749.00	$4,749.00
1	7025L	GameTime - Frog	$10,652.00	$10,652.00
1	7030L	GameTime - Inchworm	$10,869.00	$10,869.00
1	18826	GameTime - Primetime Swing 3 1/2" X 8'	$1,799.00	$1,799.00
2	18827	GameTime - Primetime Swing Add A Bay 3 1/2" X 8'	$1,113.00	$2,226.00
4	8910	GameTime - Belt Seat 3 1/2"Od(8910)	$366.00	$1,464.00
1	5128	GameTime - Expression Swing 3 1/2" X 8'	$1,859.00	$1,859.00
1	8552	GameTime - 3 1/2" Zero-G Chair (5-12)-Galv Chain	$745.00	$745.00
1	GBENS	Freenotes Harmony Park - Garden Bed Ensemble, Surface Mount	$10,469.00	$10,469.00
1	38233	GameTime - Forked Balance Beam	$4,860.00	$4,860.00
3	38110	GameTime - Small Mushroom Red	$765.00	$2,295.00
1	38112	GameTime - Log Crawl Thru	$8,195.00	$8,195.00
1	5946SP	GameTime - VistaArc Sphere 1	$40,407.00	$40,407.00
11105	PIP12924	GT-Impax - SQFT Poured in Place Rubber Safety Surfacing - Installed- 50/50 color Black Mix, 8' fall height with 12' fall height under towers.	$19.60	$217,658.00
1600	PIPFL4	GT-Impax - SQFT of Poured in Place Rubber Safety Surfacing - Installed- *1.75" depth for 4' fall height, 50/50 color/black mix, standard colors*	$23.13	$37,008.00
1	INSTALL	GameTime - 4" Stone Sub-Base for Poured in Place Surfacing	$62,070.00	$62,070.00
6	T108I	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I	$829.00	$4,974.00
4	T110	GT-Site - 32 GAL DURACLAD RECEPTACLE SM	$968.00	$3,872.00
1	INSTALL	GameTime - Concrete Curb	$8,563.00	$8,563.00
1	INSTALL	GameTime - Installation of Play Equipment	$78,726.00	$78,726.00
Contract: OMNIA #2017001134			**Sub Total**	$1,025,797.00
			Discount	($237,606.87)
			Freight	$15,208.05

CITY OF CRESTVIEW
198 North Wilson Street
Crestview, Florida 32536

TWIN HILLS CHILDREN'S PARK SITE IMPROVEMENTS

SCOPE OF WORK

1. Remove main entrance stairs, handrails, light columns, and fill holes. Install/Paint concrete block wall to match existing wall.	
2. Pressure wash/repaint existing block wall.	
3. Replace chain-link fence and gates.	

4. Repaint metal railing.	
5. Remove the West stairs and fill hole. Install/Paint concrete block wall to match existing wall.	
6. Pressure wash/repaint the existing 3 pavilions to match the new color scheme.	
7. Repaint restroom interior/exterior to match new color scheme.	

8. Replace damaged restroom signage.	
9. Repair/Repaint restroom doors.	
10. Repaint existing swings, replace damaged barrier, add new sand.	
11. Restripe parking lot, pressure wash sidewalk	

12. Remove existing “Crestview Children’s Park” sign and replace with new designed sign	
13. Install new sidewalk to tie into new splash pad entrance	
14. Remove Tree	

CITY OF CRESTVIEW Item # 11.1.

Staff Report

CITY COUNCIL MEETING DATE: October 9, 2023
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Schrader, City Clerk
DATE:	10/5/2023
SUBJECT:	Board and Commission Appointments

BACKGROUND:

A review of the terms of the Boards and Commissions was requested at the last City Council meeting.

DISCUSSION:

CURRENT COMMUNITY REDEVELOPMENT AGENCY MEMBERS:

Term limits are automatically renewed for a like term unless an appointing official or the City Council as a whole state otherwise at the time of re-election, death, dismissal, or resignation by the appointee. Voting by the membership is promulgated by ordinance.

Member	Appointed	Term Expires
Nathan Boyles, Chair (Ad Hoc)	4/8/2019	open
Margareth Larose-Pierre	4/8/2019	open
Linda Parker	3/11/2019	open

CURRENT PLANNING DEVELOPMENT BOARD MEMBERS:

All members shall be residents of the City and will be appointed by a majority vote of the City Council. The term of office for each member shall be three years, or until a successor is appointed. Terms of office shall commence on the first day of March of the year in which appointed.

Member	Appointed	Term Expires
Michael Roy, Chair	4/24/2023	03/2026
Mario Werth	4/24/2023	03/2026
Michael Gilbert	4/05/2021	03/2024
Bryan Follmar	2/27/2023	03/2026
Shannon Hayes	4/24/2023	03/2026
Larry Medlock	4/24/2023	03/2024
Brandon Frost	4/24/2023	03/2024

CURRENT EMPLOYEE RETIREMENT BOARD MEMBERS:

Council appoints two members, who shall be legal residents of the city. Each Trustee shall serve for a period of two (2) years, unless sooner replaced by the City Council, terminates employment with the City or otherwise vacates their office, whereupon a successor shall be chosen in the manner prescribed by law.

Member	Appointed	Term Expires

Eugene Strickland, VC	10/25/2017	10/25/2025
Wayne Steele	12/12/2022	12/12/2026

CURRENT POLICE PENSION BOARD MEMBERS:
The Board (of Trustees) shall consist of five (5) Trustees. Two shall be legal residents of the City and appointment made by the City Council; each Trustee shall serve for a period of two (2) years, unless sooner replaced by the City Council, terminates employment with the City or otherwise vacates their office, whereupon a successor shall be chosen in the manner prescribed by law.

Member	**Appointed**	**Term Expires**
Dan Krusenklaus	2/14/2022	02/14/2026
Ellis Conner	12/6/2021	12/06/2023

CURRENT CITIZEN ADVISORY BOARD MEMBERS:
The Citizen Advisory Committee (CAC) shall consist of five members. Members shall be appointed by a vote of the City Council.

Member	**Appointed**	**Term Expires**
DeCarlo Garcia, Chair	8/13/2020	
Kristen Sallberg	1/11/2022	
Yvonne Shanklin	8/13/2020	
Felton Barnes	8/13/2020	
Roy Estes	9/14/2021	
Ray Nelson	3/13/2023	
Jennifer Sweeney	4/12/2022	

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

FINANCIAL IMPACT

There is no financial impact regarding the appointment of Board members.

RECOMMENDED ACTION

Staff respectfully requests City Council provide direction on a timeline to fill expired seats.

Attachments

None