



CITY OF
CRESTVIEW
CITY COUNCIL

**CITY COUNCIL REGULAR MEETING AGENDA
OCTOBER 23, 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 Joe Bennett of the First Church of the Nazarene
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
- 6. Consent Agenda**
 - 6.1. Vineyard Village State Grant Agreement No. HL204
 - 6.2. Traffic MOU – Pink Periwinkle Beads
 - 6.3. Joint Use Agreement - Sandspur Field
 - 6.4. Approval of City Council Regular Meeting Minutes of October 9, 2023
- 7. Public Hearings / Ordinances on Second Reading**
 - 7.1. Ordinance 1952 - General Employees Retirement Amendment
- 8. Ordinances on First Reading**
- 9. Resolutions**
 - 9.1. Resolution 24-1 Support of CDC in Greater Crestview Area
- 10. Action Items**
 - 10.1 Declaration of Surplus Property and Approval to Sell to Habitat for Humanity
- 11. City Clerk Report**
 - 11.1. Monthly Update

12. City Manager Report

12.1. Financial Update - Finance Director

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.



Staff Report

CITY COUNCIL MEETING DATE: October 23, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 10/10/2023
SUBJECT: Pastor Joe Bennett of the First Church of the Nazarene

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



Staff Report

CITY COUNCIL MEETING DATE: October 23, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jayce Vanderford, Project Manager
DATE: 10/18/2023
SUBJECT: Vineyard Village State Grant Agreement No. HL204

BACKGROUND:

City staff submitted a state appropriations request for the Vineyard Village Low Income Housing Project to state representatives requesting \$750,000 in project funding on January 11, 2023. On June 20, 2023, staff received a letter from the Florida Department of Commerce, previously known as the Florida Department of Economic Opportunity, that the project was accepted and included as a line item in the General Appropriations Act (GAA) for 2023-2024.

DISCUSSION:

On October 9, 2023, the Florida Department of Commerce provided grant agreement HL204 to be executed between the City of Crestview and the Department of Commerce.

GOALS & OBJECTIVES

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

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

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The Vineyard Village Low Income Housing Project is estimated at \$1.5 million dollars. Seven hundred fifty-thousand (\$750,000) is accounted for in the FY2024 budget to be funded by 1/2 cent sales tax with the remaining balance provided by the Florida Department of Commerce grant.

RECOMMENDED ACTION

Staff respectfully requests a motion to accept and execute grant agreement HL204 between the City of Crestview and the Department of Commerce and allowing for the Mayor and City Clerks' signatures.

Attachments

1. Grant Agreement HL204
2. FDOC Grant Approval Letter

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT NUMBER HL204 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the City of Crestview (Grantee). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership [if applicable]

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023 (the “Effective Date”) and shall continue until the earlier to occur of (a) June 30, 2025 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in consideration for Grantee’s performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Any advance payment under this Agreement is subject to section 216.181(16), F.S. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent

upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee’s business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State’s Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce’s sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes (“F.S.”).** Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee’s compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee’s suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic

storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee

and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

- 5. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds

that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any

applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach

of security” or “breach” means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee’s obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university’s action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce’s electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as “property” as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a

contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

- b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

- 3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

- 1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be

construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	Grantee's Agreement Manager:
City of Crestview	Jayce Vanderford
198 North Wilson Street	198 North Wilson Street
Crestview, FL 32536	Crestview, FL 32536
Phone: 850-682-1560	Phone: 850-682-1560
Email: Jaycevanderford@cityofcrestview.org	Email: Jaycevanderford@cityofcrestview.org

Commerce's Agreement Manager:
Bridgett Jackson
107 East Madison Street, B047
Tallahassee, Florida 32399
850-245-7459
850-245-7170
Bridgett.Jackson@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Remainder of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF CRESTVIEW

By _____
Signature

Title **J. Alex Kelly**
Secretary

Date _____

By _____
Signature

Title **JB Whitten**
City Mayor

Date _____

Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE**

By: _____
Approved Date: _____

ATTACHMENT 1 SCOPE OF WORK

- A. PROJECT DESCRIPTION:** For State Fiscal Year 2023-2024, the Florida Legislature appropriated Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in Specific Appropriation line 2341A, from the General Revenue Fund of the General Appropriation Act (“GAA”) to the City of Crestview (Grantee) for the Vineyard Village Low Income Housing Project (Project). Funding under this agreement will be used for pre-construction activities for the development of an affordable housing complex (Vineyard Village). The pre-construction activities will include site work development and the construction of a building pad. Upon completion, the complex will provide approximately 28 one/two-bedroom residential affordable housing apartments to low-income families. The projected outcome of this project is to enhance cultural experience and provide a safer environment for citizens and provide affordable housing to those disadvantaged.
- B. GRANTEE RESPONSIBILITIES** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:
- a) Submit to Commerce’s Agreement Manager a copy of the final Design, Engineering and Construction Plans for the project.
 - b) Complete the following pre-construction activities in accordance with final plans and budget:
 - i. Site Work to include:
 - 1. Grading
 - 2. Evacuation
 - 3. Site Utilities
 - 4. Paving
 - 5. Concrete Work
 - ii. Building Pad Construction
 - c) Provide Commerce copies of all contracts and subcontracts entered into in furtherance of the project, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with the Grantee’s policies and procedures, and with applicable law.
 - d) In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, Florida Statutes.
 - e) Provide a minimum of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in local match as match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce’s Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to: the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee’s claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.
- C. COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

D. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable No. 1 Pre-Construction Activities for the Vineyard Village Low Income Housing Project		
Task 1	Minimum Level of Service	Financial Consequences
Grantee shall complete the pre-construction activities for the Vineyard Village Low Income Housing project in accordance with Section B.(b) i. of this Scope of Work.	Grantee may request reimbursement upon completion of the pre-construction activities in accordance with Section B.(b) i. of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, as evidenced by submission of the following documentation: a. Completed AIA Forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the percentage of Project completion; b. Photographs of Project in progress (if applicable); and c. Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service will result in non-payment.
Task 1 - \$700,000.00		
Task 2	Minimum Level of Service	Financial Consequences
Grantee shall complete the pre-construction activity for the Vineyard Village Low Income Housing project in accordance with Section B.(b) ii. of this Scope of Work.	Grantee may request reimbursement upon completion of the pre-construction activities in accordance with Section B.(b) ii. of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, as evidenced by submission of the following documentation: a. Completed AIA Forms G702 and G703 or their substantive equivalents,	Failure to complete the Minimum Level of Service will result in non-payment.

	signed by a licensed professional certifying to the percentage of Project completion; b. Photographs of Project in progress (if applicable); and c. Invoice package in accordance with Section 6 of this Scope of Work.	
Task 2 - \$50,000.00		
Deliverable 1 - \$750,000.00		
TOTAL AWARD NOT TO EXCEED: \$750,000.00		

A. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. [If applicable] Annual Report: The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change

B. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this

Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide no more than one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
 - d. Before and after photographs of the completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the cancelled check(s) specific to the project; and
 - g. A copy of the bank statement that includes the cancelled check.
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

- a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
- b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project ***DEPARTMENT OF COMMERCE; CSFA 40.038; DIVISION OF COMMUNITY
DEVELOPMENT*** - \$750,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF THE WORK

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

Attachment 3**AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative_____
Date_____
Printed Name of Authorized Representative_____
Title of Authorized Representative

ATTACHMENT 4 - DEPARTMENT OF COMMERCE
Office of Procurement
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount

\$0.00

MBE Participation Amount:

\$0.00

MBE Percentage

DV Participation Amount:

\$0.00

DV Percentage

Contract Vendor Invoice #

0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women

** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Attachment 5
Total Compensation for Executive Leadership

(Executive Order 20-44)

Entity Name:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Employer-Paid Insurance Benefits						
Total Compensation						
Accrued Leave and Holiday Benefits						

Percentage of Total Compensation from Federal or State Funds						
--	--	--	--	--	--	--

Definitions:

Executive Leadership - Anyone who is included by name or title on the form 990, part VII, or Schedule J.

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.

Other payouts: Cell phone allowances, tuition, gym memberships, and car allowances, etc.

Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee

June 20, 2023

Jayce Vanderford
Project Manager
City of Crestview
198 North Wilson St.
Crestview, FL 32536

Dear Mr. Vanderford:

The General Appropriations Act (GAA) for 2023-2024 includes a line-item appropriation for your organization at line 2341A. The GAA specifies that, in order to receive the appropriated funds, your organization must enter into a grant agreement with the Florida Department of Economic Opportunity (DEO). The grant agreement must specify the obligations to be met for payment of the funds. Upon execution of your grant agreement, your grant funds will be available from July 1, 2023, through June 30, 2024. In addition to the terms and conditions of the grant agreement, your organization is required to comply with all relevant laws and regulations, including but not limited to:

1. Chapter 216, Florida Statutes (F.S.), relating to Appropriations, Budgeting, and Disbursements;
2. Sections 215.97 and 215.971, F.S., relating to grant agreements, Florida Single Audit Act, and Provision of Financial Matters for recipients of state funds;
3. Chapter 287, F.S., Procurement of Personal Property and Services, for procurement rules that may be required, depending on the scope of the agreement; and
4. Any rules in the Florida Administrative Code that pertain to the above-cited statutes.

As a recipient of state funds, and in order to ensure timely payment of appropriated funds, it is important for your organization to understand and comply with all grant requirements and applicable laws and rules, including the payment requirements of the Florida Department of Financial Services.

DEO will contact your organization within five business days to discuss this grant, answer any questions you may have, and determine the next steps in the process. We look forward to working with your organization.

Sincerely,



Caroline Womack
Chief Financial Officer



Staff Report

CITY COUNCIL MEETING DATE: October 23, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 10/18/2023
SUBJECT: Traffic MOU – Pink Periwinkle Beads

BACKGROUND:

Staff received the initial application submittal for the Pink Periwinkle Beads project, a 2,250 square foot commercial development and associated site improvements, at 121 S Brett St, on July 25, 2023. For commercial projects, staff reviews each project's traffic study or report and any transportation related improvements proposed to determine what improvements or contributions need to be made by the developer resulting from the impact of their proposed development, via a Memorandum of Understanding (MOU).

DISCUSSION:

For the Pink Periwinkle Beads project, staff reviewed the traffic study provided, resulting in the attached MOU. In this specific case, the MOU provides for the developer to participate in costs not to exceed the total amount of \$625.00 to be held in escrow by the City of Crestview for proposed offsite roadway improvements that the City is constructing to mitigate traffic impacts. This cost was determined by an established per-trip cost based on the total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued. This MOU, if approved, also needs to be signed by the Mayor and the City Clerk.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

Infrastructure – Satisfy current and future infrastructure needs.

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

Community Character – Promote desirable growth with a hometown atmosphere.

Safety – Ensure the continuous safety of citizens and visitors.

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

FINANCIAL IMPACT

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

RECOMMENDED ACTION

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

Attachments

1. Pink Periwinkle - Traffic Memorandum Signed

MEMORANDUM OF UNDERSTANDING

September 26, 2023

Subject: Pink Periwinkle Beads Office Facility
City of Crestview, Florida & Lily Chartier, INC.

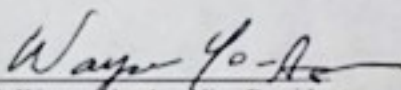
Based upon the City of Crestview Engineering Standards Manual Chapter 5.1, this Memorandum of Understanding is in reference to the proposed Pink Periwinkle Beads Office Facility and has been provided with the following acknowledgements:

- The Development generates significant traffic capacity impacts to the surrounding roadway network and no offsite roadway improvements are proposed as part of the Development.
- The City of Crestview is constructing offsite roadway improvements to mitigate traffic impacts.
- The developer shall participate in cost not to exceed the total amount of \$625,00 to be held in escrow by the City of Crestview for these proposed improvements. This cost was determined by an established per trip cost based on total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

City of Crestview

Lily Chartier, INC

BY: J.B. Whitten, Mayor


BY: Wayne Yo-Ag, Vice President

Maryanne Schrader, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: October 23, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Brady Peters, Deputy Director
DATE: 10/18/2023
SUBJECT: Joint Use Agreement - Sandspur Field

BACKGROUND:

The Okaloosa County School Board and City of Crestview have a Joint Use Agreement for Sandspur Field, located along North Avenue, to offer more practice facilities for our recreational teams.

DISCUSSION:

Currently, the City of Crestview does not have enough fields to run our recreation programs efficiently during our sports seasons. By signing this agreement, the Recreation Department will help meet the needs of all our teams by offering more practice facilities. The City of Crestview will be responsible for the ongoing and continuous maintenance along with any monthly utility bills for the services provided for the facility.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

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

Community Character- Promote desirable growth with a hometown atmosphere

Play- Expand recreational and entertainment activities within the City

FINANCIAL IMPACT

Financial impact should be minimal as city crews will be utilized for maintenance. Some utility costs will be involved.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the renewal of the Joint Use Agreement with the School Board of Okaloosa County.

Attachments

1. SCityAdmin23101715080

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT is entered into effective this 1st day of October 2023, by and between **THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA**, a body corporate pursuant to Section 1001.40, F.S., whose principal address is 120 Lowery Place SE, Fort Walton Beach, Florida, 32548 (hereinafter referred to as "School Board") and the **CITY OF CRESTVIEW, FLORIDA**, a governmental entity existing under the laws of the State of Florida, whose principal address is 198 N. Wilson Street, Crestview, Florida 32536 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the School Board owns certain real property and the improvements thereon located along North Avenue in Crestview, Florida which is known as Sandspur Field (hereinafter referred to as the "Property and/or the "Joint Use Facility"); and,

WHEREAS, the City desires to work cooperatively with the School Board for the purpose of operating joint use educational and recreational facilities on the Property; and,

WHEREAS, the existing facilities on the Property will be used jointly by the School Board and the City in their recreation and educational programs; and,

WHEREAS, the School Board and the City believe it to be in their best interest to enter into this Agreement for the joint use of the facilities.

NOW THEREFORE, for and in consideration of the covenants and agreements herein set forth, the parties do hereby agree as follows:

1. **JOINT USE FACILITY.** The School Board hereby expressly agrees to establish and extend joint use rights to the City, together with School Board, for the Property and

improvements thereon in Okaloosa County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof for general location of the Property/Joint Use Facility.

2. **TERM AND TERMINATION.** This Agreement shall be for a period of one (1) year commencing on October 1, 2023 and ending on September 30, 2024. This Agreement shall automatically renew for four (4) one (1) year periods at the end of the initial term unless either party gives to the other ninety (90) days written notice, prior to the end of the current annual term, of its intent not to renew the Agreement. In the event of such notice, this Agreement shall end at the expiration of the then current annual term.

3. **FUTURE EXPENSES.** In consideration for the School Board allowing the City to be a user of the Joint Use Facility, the City shall be responsible for the ongoing and continuous maintenance of the Property and all of the recreational facilities and other improvements located on the Property at its sole expense and the City shall pay all monthly utility bills for the utility services provided for the facility.

4. **SCOPE OF USE OF FACILITIES.**

A. The Joint Use Facility shall be used by Okaloosa County Public Schools for their school physical education and extracurricular programs and other school sponsored and approved events.

B. The Joint Use Facility shall be used by City for community educational/recreational programs, for the promotion and support of community recreational and civic programs and other incidental purposes as are reasonably related thereto.

C. The City shall not sublease any portion of the Property/Joint Use Facility or assign any of its duties and obligations under this Agreement to any third party without the express

written consent of the School Board.

5. **FACILITY SCHEDULING.** The Recreation Director for the City or his designee, shall be responsible for scheduling the use of the facilities. Priority for use of the facilities shall be given to the public schools. The facilities shall not be scheduled for use by the City during any times when organized school activities are scheduled for the facilities. Should there be any dispute as to the scheduled use or type of programs or activities to be conducted on the site, the decision of the school principal at Northwood Elementary School shall be final.

6. **IMPROVEMENTS.**

A. The City shall also have the right, at its cost, to erect or permit to be erected on said Property such improvements or modifications as are reasonably necessary for furthering the permitted uses of said Joint Use Facility, providing that such improvements or modifications conform to City construction standards and are first approved by the Superintendent of Schools or her designee.

B. All improvements and additions to the Property will become the property of the School Board and shall remain upon and be surrendered with the Property/Joint Use Facility as a part thereof at the termination and/or expiration of this Agreement.

7. **INSURANCE AND INDEMNITY.**

A. The City shall exercise its privileges hereunder at its own risk and expense. The City and the School Board shall each carry and maintain in full force and effect throughout the term of this Agreement, either liability insurance or a liability self-insurance program to the limit of liability set forth in § 768.28, *Florida Statutes*, as same may from time to time be amended.

B. Neither the City nor the School Board shall be responsible, liable to, or have any obligation to any third party user of the Joint Use Facility for loss of property by reason of

theft, fire, storm, hail, flood, or other such casualty.

8. **LIENS.** The City shall not make any contract or agreement for the construction, alteration, repair or maintenance to said Property/Joint Use Facility or of any improvement now or hereafter erected thereon unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for mechanic's or materialmen's liens against the Property/Joint Use Facility or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any materials, service or labor for any buildings or improvements, alterations or repairs or maintenance or operation of the Property/Joint Use Facility, at any time shall be or may become entitled to any lien thereon whatsoever.

9. **BREACH.** Should the City breach any of the terms of this Agreement, then the School Board shall have the right, at its option, to immediately terminate this Agreement and to re-enter and re-take possession of the Property/Joint Use Facility.

10. **ATTORNEY'S FEES AND COSTS.** In any action, suit or proceeding to enforce or interpret the terms of this Agreement, or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorney's fees, whether incurred out of court, in the trial, on appeal, or at bankruptcy or administrative proceedings.

11. **MISCELLANEOUS.**

A. Nothing herein contained shall be deemed or construed by the parties nor by any third party as creating the relationship of partnership or joint venture.

B. Whenever the singular number is used the same shall include the plural, and

the masculine gender shall include the feminine and neuter genders where the context requires.

C. No party shall be deemed in default under this Agreement if such party is delayed in the performance of any of its obligations if the delay is due to strikes, lockouts or labor disputes, acts of God, restrictions, regulations or controls of any government or governmental agency, civil commotion, insurrection, revolution, sabotage or enemy or hostile government actions, fire or other casualty or other similar conditions beyond the control of the party delayed. In the event of such delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of all such delays.

D. The City shall keep the Joint Use Facility clean and free of rubbish and shall not allow the accumulation of any unsightly matter(s) or object(s).

E. The City shall provide security services for the Joint Use Facility and maintain order and control during all activities and events conducted by or through the City at the Joint Use Facility.

12. **NOTICES.** All notices, requests, demands, elections, consents, approvals, designations and other communications of any kind must be in writing and addressed to the parties as follows:

School Board:

Superintendent
Okaloosa County School District
Administration Office, 120 Lowery Place SE
Fort Walton Beach, Florida 32548

City:

Recreation Director
City of Crestview
115 Ferdon Boulevard
Crestview, Florida 32536

Any party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other party of the change of address. Service of notice shall be deemed complete upon mailing.

13. **COMPLETE AGREEMENT.** This document contains the complete Agreement between the parties. All negotiations, considerations, representations, and understandings between the School Board and the City relating to the management of the Joint Use Facility are incorporated herein and may only be modified by agreement in writing.

14. **APPLICABLE LAW.** The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

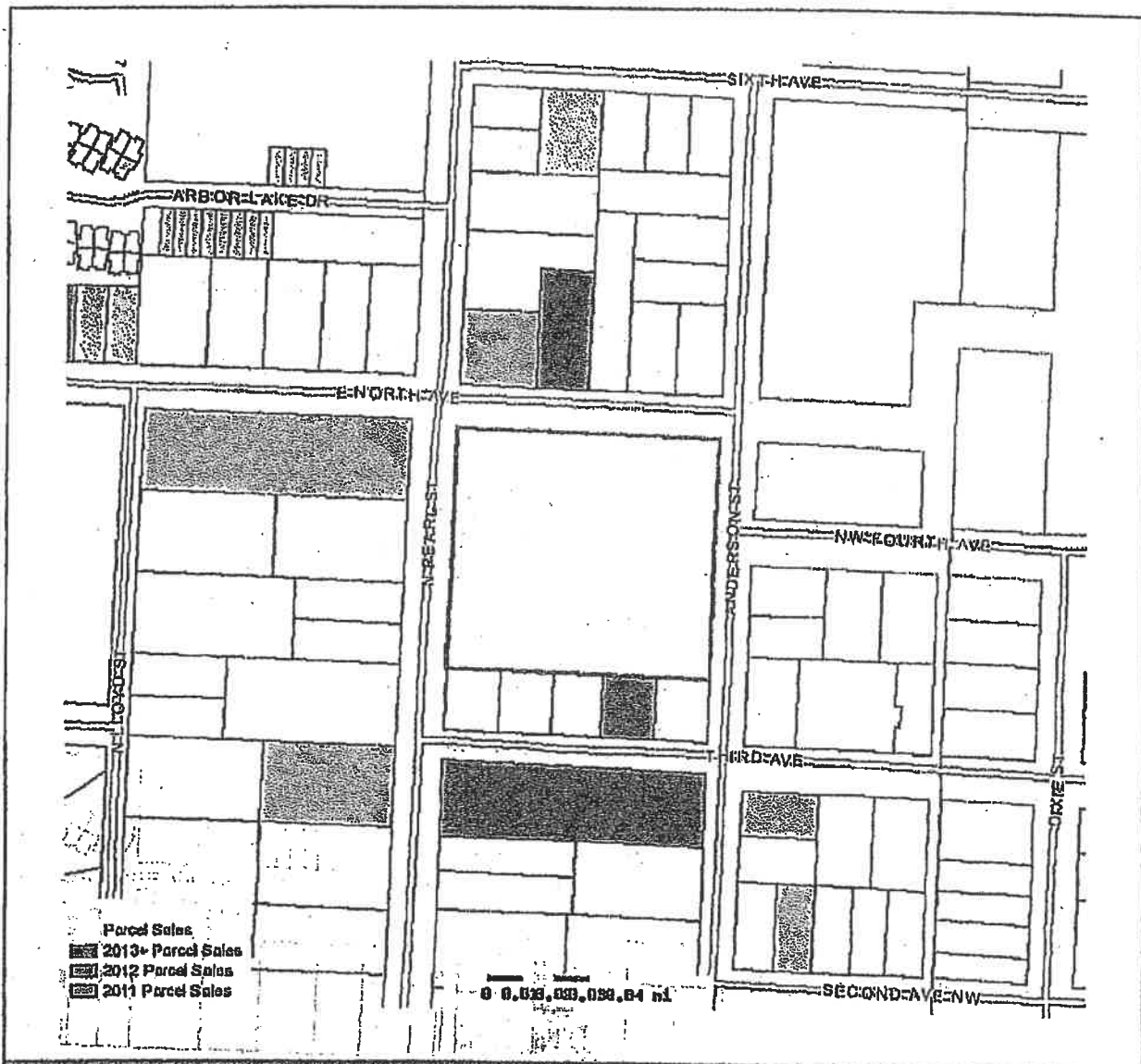
15. **PARTIAL INVALIDITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision unless such partial invalidity shall materially or substantially alter the arrangements between the parties hereto or the benefits accruing to either party.

16. **HEADINGS.** The headings of sections are for convenience only and do not define, limit, or construe the contents of such sections.

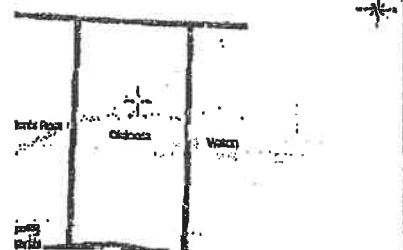
17. **WAIVER.** No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, conditions, or duty of the other party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their officers to be set hereunder and their seals to be affixed hereto to be effective as of the latest date of execution.

[SIGNATURE PAGE FOLLOWS]



Okaloosa County Property Appraiser			
Parcel: 08-3N-23-1700-0002-0010 Acres: 3.88			
Owner	SCHOOL BOARD OF OKAL CNTY	Land Value	60,427
Site	NORTH ST	Bridge Value	0
Site	\$0 on 01-1847 Vacant Y Qual-U	Loss Value	11,673
Map	PLANT PLANNING	Net Value	72,300
	120 SE LOWERY PL	Assessed Value	72,300
	FT WALTON BCH, FL 325485547	Exempt Value	72,300
		Taxable Value	0



The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER OKALOOSA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS - THIS IS NOT A SURVEY...
 Data printed: 08/30/13: 12:08:44

Exhibit "A"

ATTEST:

By: _____

Marcus Chambers, Superintendent
of Schools, Corporate Secretary

**THE SCHOOL BOARD
OF OKALOOSA COUNTY, FLORIDA**

By: _____

Diane Kelley, Chairman

Date: September 25, 2023

ATTEST:

By: _____

Maryanne Schrader, City Clerk

CITY OF CRESTVIEW, FLORIDA

By: _____

JB Whitten, Mayor

Date: _____



Staff Report

CITY COUNCIL MEETING DATE: October 23, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 10/17/2023
SUBJECT: Approval of City Council Regular Meeting Minutes of October 9, 2023

BACKGROUND:

The routine approval of draft minutes.

DISCUSSION:

The draft minutes were distributed prior to the meeting.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the minutes of October 9, 2023.

Attachments

1. 10092023 City Council Regular Meeting Minutes Draft

City Council Regular Meeting
Minutes - DRAFT
October 9, 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, Joe Blocker, and Ryan Bullard. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members. Councilmember Cynthia Brown was excused.

2. Invocation, Pledge of Allegiance

2.1. Pastor Edward Stallworth of Evelenar Missionary Baptist Church

The Invocation and Pledge of Allegiance was led by Pastor Edward Stallworth of Evelenar Missionary Baptist Church.

3. Open Policy Making and Legislative Session

Mayor JB Whitten declared a quorum was present.

4. Approve Agenda

Mayor JB Whitten called for action.

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

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

5. Presentations and Reports

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

Mayor JB Whitten presented a proclamation to Brian Hughes, President of Sister Cities, declaring October 14, 2023 as Sister Cities International Day.

Brian Hughes thanked the City Council and invited everyone to come to the Bush House on September 21st to learn more about the organization.

Mayor JB Whitten asked Nathan Boyles of Adams Sanitation to come forward to update the City Council on the sanitation transition. Mr. Boyles provided an update for the residential side stating the transition is going well and the commercial side should be smoothed out by the end of the week. His team has a presence at City Hall to answer any questions.

6. Consent Agenda

Mayor JB Whitten called for action.

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

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

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

Administrative Services Director Jessica Leavins mentioned Foster and Foster manages our plan and prepared Ordinance 1952, General Employees Retirement Amendment, to match the Internal Revenue Service regulations regarding starting collecting at age 73 instead of 70 1/2. She asked the City Clerk to read Ordinance 1952 by Title.

City Clerk Maryanne Schrader read Ordinance 1952 aloud: 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 Benefits; Providing For Inclusion In the Code; Providing For Severability; Providing For A Repealer; and Providing for an Effective Date.

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

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Joe Blocker to approve Ordinance 1952 on 1st reading and move to second reading for final adoption.

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

9. Resolutions

10. Action Items

10.1. Twin Hills Children's Park Renovations

Jayne Vanderford, Project Manager, presented the proposals for the Twin Hills Children's Park improvements and went over the plans for the relocation of the splash pad from the playground stating the total project depicted including the grant is \$852,078.11. He mentioned it will be an accessible playground.

City Manager T. Bolduc said the splash pad is proposed on the south side of the facility independent of the playground and the plan is to have construction begin in January 2024. He suggested either a phase approach or offered options of utilizing funds in the budget that could be delayed in order to move forward with the project. He explained we have funds in the budget for the Council Chambers renovations, a refund on lighting that was received from Gulf Power with a little over \$400,000 left in the account, and a park impact fee for the north end, so we could delay the design for the park on the north end.

Discussion ensued on concerns of losing the grant if not used, using the rebate funds and the park impact funds, as well as making it a park that has value.

In response to Mayor Pro-Tem A. Rencich on why we are using a single source, City Manager T. Bolduc explained the bid from Sourcewell was already a competitive bid.

In response to Councilmember J. Blocker on whether the project would impact capital improvements, City Manager T. Bolduc replied the solution would not tap into funds allocated for capital improvements. We still have \$13 million in undesignated funds.

In response to Mayor Pro-Tem A. Rencich regarding contingencies on adding the bond cost to a line item, City Attorney J. Holloway explained a payment and performance bond must be included by statute on construction projects.

Mayor JB Whitten asked about utilizing in-house resources on site improvements, and Project Manager J. Vanderford replied that some work will utilize city resources. City Manager T. Bolduc said the split-safe block at Crestview Commons has been given to us, and we can utilize it.

Motion by Councilmember Ryan Bullard and seconded by Councilmember Joe Blocker to approve staff recommendation of allocating park impact funds and allow for the use of money from the Gulf Power rebate to move forward with the entire project.

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

11. City Clerk Report

11.1. Board and Commission Appointments

City Clerk Maryanne Schrader stated the list of Boards, and the terms are in the staff report and requested the City Council provide direction on a timeline to fill the expired seats.

City Manager T. Bolduc mentioned the CRA chair seat is appointed by the County Commission.

Discussion ensued on advertising for volunteers. Council also wanted clarifications on the terms of each Board and to make the terms renew at the same time across the board.

City Manager T. Bolduc said we are working on software that will help make the process a little easier and will bring the item back after staff checks the term limits with the Code of Ordinances.

12. City Manager Report

City Manager Tim Bolduc mentioned the pads at the driving range were installed. The Dog Park improvements have been made utilizing a terraced effect.

The Solution-Focused Culture training has been completed by the department directors and the League has a training scheduled on November 7th which Jessica and he will lead.

He mentioned we are getting ready for Government Week and changes to the schedule will be coming out.

In response to Councilmember J. Blocker, City Manager T. Bolduc replied that the Main Street construction should be started by the first of the year. We hope to get the bid out by Monday. We will not tear up Main Street before the Christmas Parade adding business impact meetings will be scheduled.

13. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

Councilmember R. Bullard asked about the left lane issue on State Road 85, and City Manager T. Bolduc responded that the queuing lanes out of Antioch Road have been the issue. He has spoken to the County Commissioners for a solution. We will be creating lane separation as the traffic increases adding FDOT is working on a solution.

Councilmember J. Blocker asked for an update on the roundabout, and City Manager T. Bolduc said it is scheduled for the next budget year.

Mayor JB Whitten said the Pedestrian Safety Month kick-off went well. Some events scheduled for October 14th: FAMU will host a Health Awareness Fair from 10 to 2; the Community Center is holding a Ham Fest, Amateur Radio Club; Bush House will be holding an Oktoberfest; and later in the evening, "Trunk or Treat" will be held at the Spanish Trail starting at 5 p.m. with a movie afterward.

On October 19th, the Okaloosa County League of Cities dinner will be held in Ft. Walton Beach. City Government Week is scheduled with Monday, October 16th, a Meet and Greet at Casbah at 8 a.m.; Tuesday is the LEAD graduation at Warriors Hall; ALICE, a simulation from 10 to 2 is planned on Wednesday at the Community Center; Employee Appreciation Day is Thursday; and the Council will be at Hub City Smokehouse serving lunch from 11 to noon on Friday. On October 21st, an Alzheimer's Walk is scheduled at 9 a.m. at Old Spanish Trail Park.

Mayor JB Whitten mentioned an 8th grader from Boca Raton sent him a request to deliver a proclamation regarding e-waste declaring October 14th as an awareness day. He will post the proclamation on the website on the Mayor's page on the city website.

14. Comments from the Audience

Mayor JB Whitten called for comment from the public.

Shannon Hayes came forward thanking the Council for the Twin Hills Park improvements. He asked about the status of the street sweeping, and City Manager T. Bolduc replied that the Council has approved the purchase of a new street sweeper.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:09 p.m.

Minutes approved this ___ day of ___ 2023.

JB Whitten
Mayor

Maryanne Schrader
City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: October 23, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, Administrative Services Director
DATE: 10/17/2023
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 BENEFITS; 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 (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.

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 70½ 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:

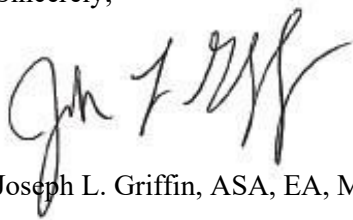
In response to your email dated August 20, 2023, we have reviewed the proposed Ordinance amending the Plan to change the required distribution age from age 70 ½ to age 73, provided the member had not already attained age 72 by December 31, 2022, and providing for intent to make all future required minimum 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
BENEFITS; 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 (~~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.**

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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



Staff Report

CITY COUNCIL MEETING DATE: October 23, 2023

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 10/18/2023
SUBJECT: Resolution 24-1 Support of CDC in Greater Crestview Area

BACKGROUND:

On August 23, 2023, the Department of the Air Force (DAF) issued a Notice of Intent (NOI) to prepare an Environmental Impact Statement (EIS) assessing the potential social, economic and environmental impacts associated with the DAF constructing and operating one or more additional childcare centers in the area north of the Eglin Test and Training Complex (ETTC), Eglin AFB, Florida.

DISCUSSION:

The greater Crestview area, similarly to the state of Florida as a whole, continues to experience population growth following the COVID pandemic. In the recent past, our local area has also experienced substantial population growth following the establishment and expansion of various missions on Eglin Air Force Base and surrounding installations. These population increases impact various public and private services that are offered to citizens of the City and surrounding area. Whereas cities and counties have operational control over managing the provision of public services such as utilities and emergency services, they have less control over private businesses such as child care. As the population increases, the demand for child care also increases, and in our current growth trend, we see less and less available child care capacity in the City and surrounding area as time goes on.

In the past, the City has supported the alleviation of the child care capacity shortage through meetings and discussions with private school/child care companies and developers, as well as through the support of the Small Business Development Center at the University of West Florida in providing training for starting child-care related businesses. The placement of a military child development center in our area will provide a local location for employees of the Department of Defense to place their kids in the necessary care. This will help those employees that are currently on the waiting list for child care services with the DoD and will also decrease capacity-related pressures on public child care centers. Other secondary benefits may be realized if the proposed CDC is located in Crestview, such as an increase in job opportunities and child care opportunities in our local area that will serve to decrease traffic impacts on Highway 85 for those citizens that currently have to commute for child care or work, resulting from the lack of local child care options.

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.

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

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This item has no direct financial impact.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution 24-1.

Attachments

None

RESOLUTION: 2024- 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, SUPPORTING SITING OF A MILITARY CHILD DEVELOPMENT CENTER IN THE GREATER CRESTVIEW AREA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Northwest Florida and the greater Crestview area in Okaloosa County continue to experience population growth due to an influx of new citizens to the state of Florida, as well as new citizens from other areas in our state;

WHEREAS, The Department of Defense has, over time, also brought population growth to our area through the establishment of new missions, and the expansion of existing missions taking place on Eglin Airforce Base;

WHEREAS, Aforementioned growth patterns have affected the efficient provision of a number of public and private services, including child development and daycare services in the greater Crestview area;

WHEREAS, Among a number of public and private avenues being utilized to alleviate child development and daycare service capacity issues, the Department of the Air Force has initiated the siting process for a child development center (CDC) in Okaloosa County, which includes potential sites within the greater Crestview area;

WHEREAS, The City Council of the City of Crestview, Florida understand that a systemic lack of capacity in child development and daycare facilities affects both employees of the Department of Defense as well as other citizens of the greater Crestview area;

WHEREAS, the placement of a CDC that serves employees of the Department of Defense in the greater Crestview area will alleviate pressures on public daycare facilities within the City Limits of Crestview, and will have other further reaching benefits for residents of the City, the greater Crestview area, and the public, including new job opportunities and potential reduction in traffic impacts on encumbered roadway sections.

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

SECTION 1 - EXPRESSION OF SUPPORT - The City Council of the City of Crestview, Florida, supports the siting of a child development center within the greater Crestview area by the Department of the Airforce and encourages the Department to consider this support in their siting evaluation process, for the benefit of employees of the Department of Defense, citizens of the City and greater Crestview area, and the public.

SECTION 2 - EFFECTIVE DATE - This resolution shall take effect immediately upon its adoption.

Passed and Adopted by the City Council of the City of Crestview, Florida on the 23rd day of October, 2023.

APPROVED:

ATTEST:

J.B. Whitten

Maryanne Schrader

Mayor

City Clerk



Staff Report

CITY COUNCIL MEETING DATE: October 23, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 10/18/2023
SUBJECT: Declaration of Surplus Property and Approval to Sell to Habitat for Humanity

BACKGROUND:

The City has recently pursued a multi-faceted approach to creating new affordable housing opportunities and improving the general quality of housing stock within the City Limits. Part of this approach includes code enforcement action to demolish dilapidated structures, or to foreclose on properties that are not brought into code compliance. Additionally, the City recently adopted an Affordable Housing Land Inventory List via Resolution 2023-17, pursuant to updated provisions in the recently passed Live Local Act.

DISCUSSION:

Following the adoption of Resolution 2023-17, Habitat for Humanity in Okaloosa County has reached out with a list of properties from our inventory list that they would like to purchase for the development of affordable housing in Crestview. The attached letter has been provided, including the request as well as information on the homes that will be constructed and who they will be constructed for. The requested properties are those listed as 2, 5, 6, 7, and 9 in the 2023-2026 City of Crestview Affordable Housing Land Inventory List in the attached Resolution 2023-17.

Previously, property had been declared as surplus and donated to Habitat for Humanity in Okaloosa County, Inc., albeit in smaller quantities than this request. The organization's budget for this request is \$30,000.00, or approximately \$6,000.00 per property. This opportunity not only allows for the development of much-needed affordable housing within the City, but also includes payment for each property that can be made available for further blight removal efforts and assistance.

GOALS & OBJECTIVES

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

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The income resulting from the property sale will provide revenues that can be utilized in further blight removal and assistance efforts.

RECOMMENDED ACTION

Staff respectfully requests that the City Council approve the designation of the above-described land as surplus and authorize staff to execute the required documentation to sell the property to Habitat for Humanity in Okaloosa County, Inc. for the requested amount.

Attachments

1. Habitat for Humanity Request Letter
2. Resolution 2023-17 Affordable Housing Land Inventory List



Tim Bolduc
City Manager
City of Crestview
198 North Wilson Street
Crestview Florida 32536

October 10, 2023

Dear Mr. Bolduc

As you know, Habitat for Humanity has been building homes for our low income/workforce families in Crestview for the last several years.

There are 5 parcels on your surplus list that we would like to purchase from the City.

PIN: 17-3N-23-2490-0127-0050 on Griffith Avenue, Crestview
PIN: 17-3N-23-2490-0125-0090 on Griffith Avenue, Crestview
PIN: 17-3N-23-2490-0122-0070 on Griffith Avenue, Crestview
PIN: 17-3N-23-2490-0022-0070 on Mapoles St. Crestview
PIN: 20-3N-23-0000-0107-0000 on Hill Avenue, Crestview

My budget at this time, thanks to ServisFirst Bank, is \$30,000 for the 5 properties. The City has always supported our efforts to secure building sites. Thanks to the support of our bank, we are able to at least offer the City some funding for the 5 properties. Some of these properties will be subdivided in order to maximize the land usage.

The first home that will be built is for the Thrift Family. Mom has an 8 year old with autism who is in a wheel chair. We will be building the home fully ADA to accommodate the needs of this child. This child will be attending Richburg School for special needs.

The Second home will be for the Oliver family. Mom has stage 4 cancer but is responding well to the shemo/medication that she is on so her outlook in life and that of her doctor is very positive. Currently her and her children live with the grandmother because they cannot afford rent.

The third home will be for Ms. Hayes, a senior with a wonderful family that backs her up. She is currently living with one of her sons because, like the Olivers, she cannot afford the rents in our area.

The final family, Samantha and Jonathan, they have 2 children ages 4 and 5. Mom has a part time job while Jonathan works full time, they are both from Crestview.

On Behalf of the Board of Directors and our volunteers, I would like to express our sincere appreciation for the City's support of Habitat and those families that we are building for and who are becoming productive members of the community.

Please advise if you need further information.

With warm regards

Nitsi Bennett
President and CEO

RESOLUTION: 2023- 17

**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**

WHEREAS, the Live Local Act of 2023 amended various sections of the Florida Statutes to remove impediments to the development of affordable housing throughout the State;

WHEREAS, § 166.0451, F.S. was modified to require adoption of an inventory list of all real property within a municipality's jurisdiction of which fee simple title is held by the municipality or any dependent special district within the municipalities boundaries which is also appropriate for use as affordable housing by October 1, 2023, and every 3 years thereafter;

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

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 166, Florida Statutes, the City Charter and Code of Ordinances.

SECTION 2 – ADOPTION OF 2023-2026 CITY OF CRESTVIEW AFFORDABLE HOUSING LAND INVENTORY LIST – The City Council hereby adopts the 2023-2026 City of Crestview Affordable Housing Land Inventory List as attached hereto and incorporated herein (Attachment 1).

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

Passed and adopted by the City Council of Crestview, Florida on the 25th day of September 2023.

APPROVED:


JB Whitten
Mayor



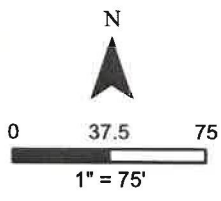
ATTEST:


Maryanne Schrader, City Clerk

2023-2026 City of Crestview Affordable Housing Land Inventory List				
Property	PIN	Acreage	Use	Address
1	28-3N-23-0000-0004-0010 28-3N-23-0000-0005-0000	0.97	Vacant	Brookmeade Dr. Crestview FL, 32539
2	20-3N-23-0000-0107-0000	0.2	Vacant	Hill Ave. Crestview FL, 32536
3	20-3N-23-0000-0041-0000	0.34	Vacant	Blakely Ave. Crestview FL, 32536
4	17-3N-23-2490-0178-0010	0.64	Vacant	498 Savage St. Crestview FL, 32536
5	17-3N-23-2490-0127-0050	0.25	Vacant	Griffith Ave. W Crestview FL, 32536
6	17-3N-23-2490-0125-0090	0.12	Vacant	Griffith Ave. W Crestview FL, 32536
7	17-3N-23-2490-0122-0070	0.25	Vacant	Griffith Ave. Crestview FL, 32536
8	17-3N-23-2490-0077-0150	0.16	Improved	118 Savage St. S Crestview FL, 32536
9	17-3N-23-2490-0022-0010	0.2	Vacant	Mapoles St. Crestview FL, 32539
10	08-3N-23-0000-0015-0000	4.76	Vacant	535 Long Dr. Crestview FL, 32539



Property 1
28-3N-23-0000-0004-0010
& 28-3N-23-0000-0005-0000



-  Subject Parcel(s)
-  Building Setbacks
-  Parcels

Zoning Information:

Zone: Commercial Low Intensity (C-1)
FLU: Commercial (C)

Front Setback: 10'
Side/Rear Setback: 5'

Maximum Density: 24 units (25 per acre)
Maximum Impervious Area: 80%
Maximum Building Height: 50'

Legal Description (Official Record Book 3512, Page 1949)

Beginning at the Northwest corner of Section 28, Township 3 North, Range 23 West, thence east along section line 210 feet and corner, thence South 240 feet and corner, thence West 210 feet to the County Road right of way and corner; thence North along the County Road 240 feet, more or less to the point of Beginning, lying and being in Section 28, Township 3 North Range 23 West, Okaloosa County Florida.

AND

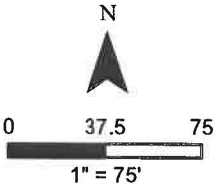
Beginning at the Northwest corner of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, thence East along said section line 210 feet and corner; thence south 66 feet and corner; thence West 210 feet and corner; thence North 66 feet to the point of beginning.

LESS AND EXCEPT:

Beginning at the Northwest corner of Section 28, Township 3 North, Range 23 West, Okaloosa County, FLorida, thence East along said Section line 210 feet and corner; thence South 46 feet and corner; thence West 210 feet and corner; thence North 46 feet to the Point of Beginning as contained in O.R. Book 2040 Page 2297 of the Official Records of Okaloosa County, Florida.



Property 2
20-3N-23-0000-0107-0000



- Subject Parcel(s)
- Building Setbacks
- Parcels

Zoning Information:

 Zone: Single and Multi-Family Density Dwelling District (R-3)
 FLU: Residential (R)

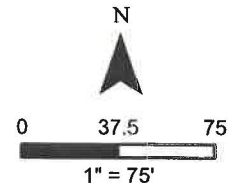
 Front Setback: 20'
 Side/Rear Setback: 5'
 Maximum Density: 1 unit (8 per acre)
 Maximum Impervious Area: 75%
 Minimum Lot Width: 40'

Legal Description (Official Record Book 3665, Page 655)

 The South 1/2 of the following property: Beginning at the Southwest corner of the NW 1/4 of the NW 1/4 of Section 20, Township 3 North, Range 23 West and running North on Section line 300 feet; thence running East 60 feet from a point of beginning, thence running East 56.89 feet, thence running South 294 feet, thence running West 56.89 feet, thence running North 294 feet to the point of beginning, lying and being in Section 20, Township 3 North, Range 23 West, Okaloosa County, Florida.



Property 3
20-3N-23-0000-0041-0000



-  Subject Parcel(s)
-  Building Setbacks
-  Parcels

Zoning Information:

Zone: Single and Multi-Family Density
Dwelling District (R-3)
FLU: Residential (R)

Front Setback: 20'
Side Setback: 5'
Rear Setback: 15'

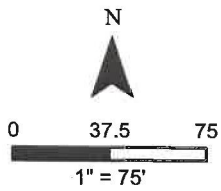
Maximum Density: 2 units (8 per acre)
Maximum Impervious Area: 75%
Minimum Lot Width: 40'

Legal Description (Official Record Book 543, Page 09)

Beginning 188 Feet East of the Northwest corner of the SW1/4 of the NE1/4 of Section 20, Township 3 North, Range 23 West, thence East 100 feet, thence South 150 feet, thence West 100 feet, thence North 150 feet to point of beginning.



Property 4
17-3N-23-2490-0178-0010



-  Subject Parcel(s)
-  Building Setbacks
-  Parcels

Zoning Information:

Zone: Mixed Use (MU)
FLU: Mixed Use (MU)

Front Setback: 20'
Side Setback: 7.5'
Rear Setback: 15'

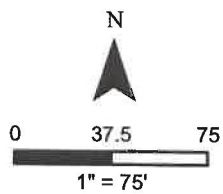
Maximum Density: 12 units (20 per acre)
Maximum Impervious Area: 80%
Minimum Lot Width: 50'

Legal Description (Official Record Book 3559, Page 3123, Parcel 3)

Lots 1, 2, 7 and 8, Block 178, Town of Crestview, according to plat thereof as Recorded in Plat Book 1, Page 72, in the Office of Clerk of Circuit Court, Okaloosa County, Florida.



Property 5
17-3N-23-2490-0127-0050



- Subject Parcel(s)
- Building Setbacks
- Parcels

Zoning Information:

Zone: Mixed Use (MU)
 FLU: Mixed Use (MU)

Front Setback: 20'
 Side Setback: 7.5'
 Rear Setback: 15'

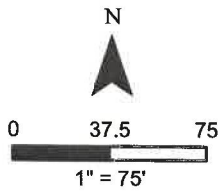
Maximum Density: 5 units (20 per acre)
 Maximum Impervious Area: 80%
 Minimum Lot Width: 50'

Legal Description (Official Record Book 3665, Page 659, Parcel 7)

Lots 5 and 6, Block 127, Map of Crestview, Florida, as per plat on file in the Office of Clerk of Circuit Court, Okaloosa County, Florida.



Property 6
 17-3N-23-2490-0125-0090



- Subject Parcel(s)
- Building Setbacks
- Parcels

Zoning Information:

Zone: Mixed Use (MU)
 FLU: Mixed Use (MU)

Front Setback: 20'
 Side Setback: 7.5'
 Rear Setback: 15'

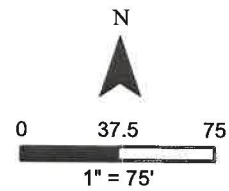
Maximum Density: 2 units (20 per acre)
 Maximum Impervious Area: 80%
 Minimum Lot Width: 50'

Legal Description (Official Record Book 3665, Page 656, Parcel 5)

Lots 9, Block 125 in the Map of Crestview, Florida, according to the map drawn by T.W. Coleman, a copy in the Office of Clerk of Circuit Court, Okaloosa County, Florida, recorded in Plat Book 1, Page 72, of said county, Clerk of Circuit Court, Okaloosa County, Florida.



Property 7
17-3N-23-2490-0122-0070



-  Subject Parcel(s)
-  Building Setbacks
-  Parcels

Zoning Information:
Zone: Mixed Use (MU)
FLU: Mixed Use (MU)

Front Setback: 20'
Side Setback: 7.5'
Rear Setback: 15'

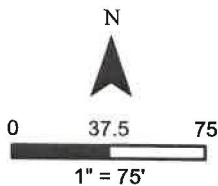
Maximum Density: 5 units (20 per acre)
Maximum Impervious Area: 80%
Minimum Lot Width: 50'

Legal Description (Official Record Book 3665, Page 659, Parcel 6)

Lots 7 and 8, Block 122, Map of Crestview, Florida, according to the plat thereof recorded in Plat Book 1, Page 72, in the Official Records of Okaloosa County, Florida.



Property 8
17-3N-23-2490-0077-0150



-  Subject Parcel(s)
-  Building Setbacks
-  Parcels

Zoning Information:

Zone: Mixed Use (MU)
FLU: Mixed Use (MU)

Front Setback: 20'
Side Setback: 7.5'
Rear Setback: 15'

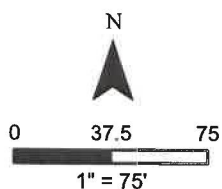
Maximum Density: 3 units (20 per acre)
Maximum Impervious Area: 80%
Minimum Lot Width: 50'

Legal Description (Official Record Book 2559, Page 3380)

Lots 15, Block 77, Town of Crestview, Plat Book 1, Page 72, LESS AND EXCEPT, Beginning at SW corner of Lot 15, run East along line between Lots 15 and 16 a distance of 32 feet, thence North 10 feet, thence West 32 feet, thence South 10 feet to P.O.B. being in Lot 15, Block 77, in Town of Crestview.



Property 9
17-3N-23-2490-0022-0010



-  Subject Parcel(s)
-  Building Setbacks
-  Parcels

Zoning Information:

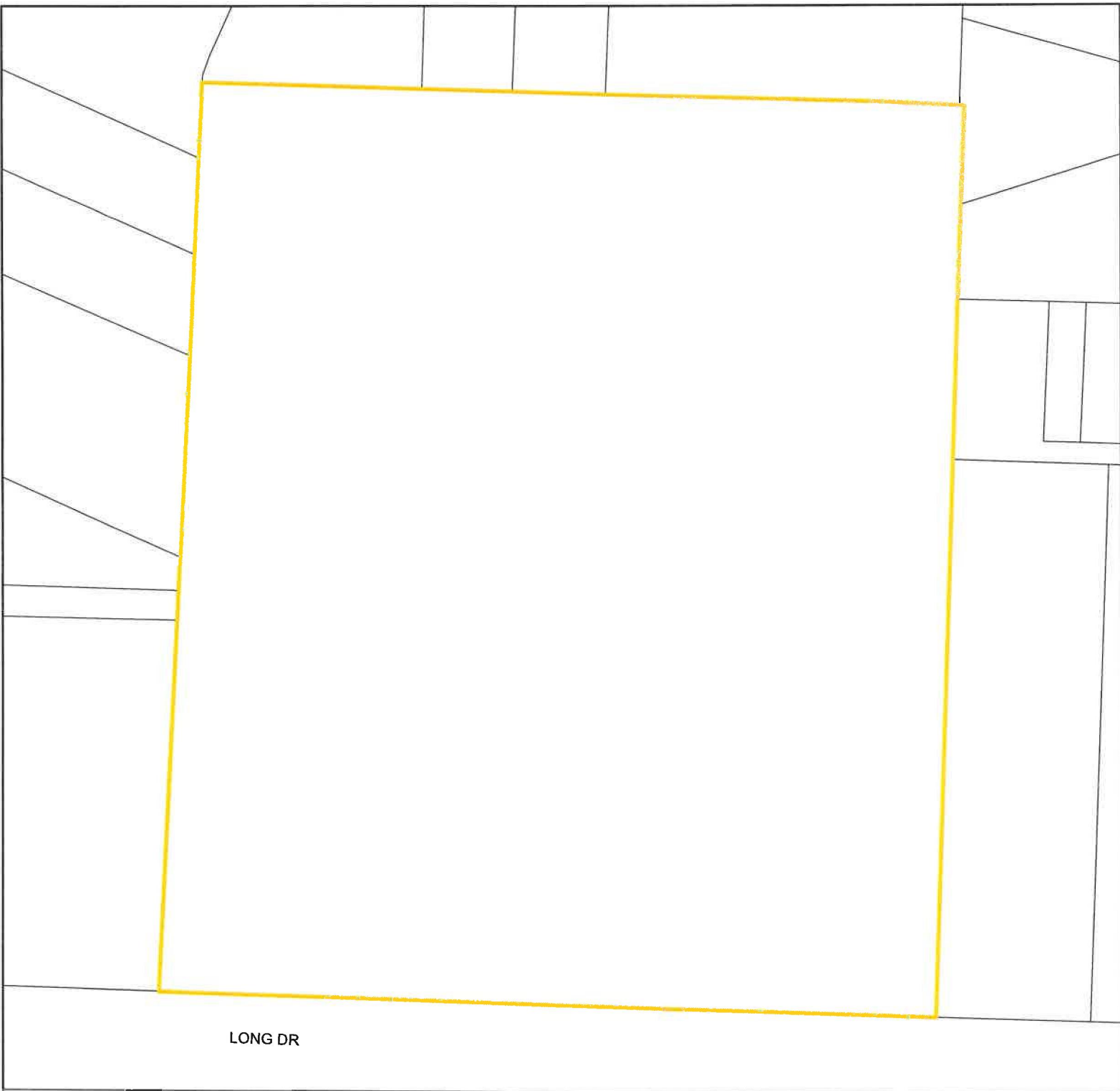
Zone: Mixed Use (MU)
FLU: Mixed Use (MU)

Front Setback: 20'
Side Setback: 7.5'
Rear Setback: 15'

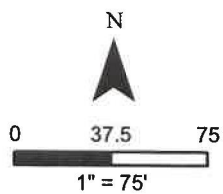
Maximum Density: 4 units (20 per acre)
Maximum Impervious Area: 80%
Minimum Lot Width: 50'

Legal Description (Official Record Book 3665, Page 656, Parcel 1)

Lots 1, Block 22, Map of Crestview, Florida, according to the plat thereof as recorded in Plat Book 1 at Page 72 of the Public Records of Okaloosa County, Florida, together with the Northwesternly 7.5 feet of Lot 2, Block 22 Town of Crestview, according to the plat thereof as recorded in Plat Book 1 at Page 72 of the Public Records of said county.



Property 10
08-3N-23-0000-0015-0000



- Subject Parcel(s)
- Building Setbacks
- Parcels

Current Zoning Information:
(FLU Change and Rezoning Required)

Zone: Public Lands (PL)
FLU: Public Lands (P)

Legal Description (Official Record Book 3421, Page 1177)

Commence at the Southeast corner of Northeast quarter of Southeast quarter of Section 8, Township 3 North, Range 23 West, West along the South line of said forty, magnetic bearings North 86°49' West, 417.4 feet to stake for Point of Beginning; thence North 2°30' East, 521.77 feet; thence North 86°49' West, 417.4 feet; thence South 2°30' West 521.77 feet; thence South 86°49' East 417.4 feet to Point of Beginning, Less and Except State road right-of-way in Official Records Book 8, Page 180, being the South 30 feet of the above described property.



Staff Report

CITY COUNCIL MEETING DATE: October 23, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 10/12/2023
SUBJECT: Monthly Update

BACKGROUND:

The monthly update is provided.

DISCUSSION:

CivicPlus (formerly Municode) – We will send a draft to the legal department for review as soon as the city legal review is completed.

Public Records – For the September 1 - 30, 2023 period, we received 66 new requests, with 25 open, 2 days on average to fulfill all requests, 56 requests were closed, and 4 requests were fulfilled outside of the average response time by the end of the period. The average number of hours to fulfill a request was less than 30 minutes with no cost to staff. We have received \$40.00 in payments for the September 2023 reporting period. Community Development (56) and the Police department (42) received the most requests per department, with the remaining dispersed between the remaining departments.

Laserfiche –The public records portal located on the City Clerk page at: <https://city-of-crestview-fl.nextrequest.com/>. The portal is utilized to enhance the historical integrity and preservation of our records and ensure records are accessible on a routine basis, as well as in the event of a disaster. The total number of additional pages for September 2023 is 5,656.

We are working with Sourcewell and have sent them an approximate records inventory that will need to be scanned and indexed to gain estimates regarding scanning of records to free up much needed storage space.

Training Update – Deputy City Clerk Natasha Peacock will attend the second year of training from October 22 – October 26, 2023 for Certified Municipal Clerk certification.

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

n/a

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: October 23, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 10/18/2023
SUBJECT: Financial Update - Finance Director

BACKGROUND:

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

DISCUSSION:

Below you will find the link to the September 2023 disbursement registers. Also provided are the monthly Unaudited Schedules of Revenues & Expenditures for August, 2023.

Follow the links by clicking on the icon with the arrow.

[Amazon Check Register](#)

[September 2023 Check Register](#)

[Monthly Financial Report Month Ended August 2023](#)

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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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

Attachments

None