CITY OF CRESTVIEW CITY COUNCIL

REGULAR CITY COUNCIL MEETING AGENDA
FEBRUARY 26, 2024
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.

1. Call to Order

2. Invocation, Pledge of Allegiance

2.1. Pastor Brian Walton of Community of Christ Church

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

5.1. Presentation of Awards - John Hamilton, VFW

5.2. Proclamation Declaring Awareness of Problem Gambling in the Month of March

6. Consent Agenda

6.1. Approval of City Council Regular Meeting Minutes of February 12, 2024

6.2. Approval of Gregg Chapel Agreement

6.3. Approval of Wastewater Treatment Plant Improvements

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1962 - Amending Board Terms and Regulations

7.2. Ordinance 1963 - CRA Board Terms and Regulations

7.3. Ordinance 1964 - Affordable Housing Advisory Committee Terms and Regulations

8. Ordinances on First Reading

9. Resolutions

9.1. Resolution 24-3 - Annexation Moratorium Extension

9.2. Resolution 24-4 Affordable Housing Advisory Committee Appointment

10. Action Items

10.1. Water Tower Site on Old Bethel Road

10.2. Rayburn Street Apartments Traffic MOU

10.3. Approval to Spend Forfeiture Funds

10.4. Purchase of Additional Cartegraph Domains

10.5. RAM Program that Offers Free Medical, Dental, and Optical Care

11. City Clerk Report

12. City Manager Report

12.1. Form 6 Litigation Update

12.2. Financial Update - Finance Director

12.3. Monthly Department Report - Community Development Services

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities needing special accommodations, please contact Maryanne Schrader, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option 2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

CITY OF CRESTVIEW Item # 2.1.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	12/5/2023
SUBJECT:	Pastor Brian Walton of Community of Christ Church

BACKGROUND:
Area churches are invited to provide the Invocation on a routine basis.

DISCUSSION:
Area clergy volunteer to provide an Invocation and lead the Council in the Pledge of Allegiance.

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: February 26, 2024
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	2/22/2024
SUBJECT:	Presentation of Awards - John Hamilton, VFW

BACKGROUND:

Presentation of the Firefighter, Law Enforcement and Administrator of the Year Awards from the VFW

DISCUSSION:

Firefighter of the Year - Ashton Lee - Firefighter (FF) Lee has been with the City for 5 years and during that time FF Lee has shown great enthusiasm and dedication. He promotes harmony and teamwork. After the department's strategic planning, Goal 4 was to establish better exercising equipment and workout space for firefighters at each fire station, FF Lee stepped up and became the fitness committee leader. His passion for better fitness in the fire service led him and the committee to acquire new fitness equipment for all three stations and a new workout area for Station 1 and develop a new fitness policy. His hard work and dedication is why he was chosen to be this year's FF of the year for the VFW.

Police Officer of the Year - Investigator Donald Howe

Administrator of the Year 2023/2024 - Amy Bowden

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

No action required.

Attachments

None

CITY OF CRESTVIEW Item # 5.2.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	2/20/2024
SUBJECT:	Proclamation Declaring Awareness of Problem Gambling in the Month of March

BACKGROUND:
Mayor JB Whitten would like to proclaim March as Problem Gambling Awareness Month.

DISCUSSION:
Mayor JB Whitten has declared the month of March as Problem Gambling Awareness Month.

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

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

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT
n/a

RECOMMENDED ACTION
No action required.

Attachments

1. Gambling Problem Awareness Month 2024

A PROCLAMATION

Problem Gambling Awareness Month

WHEREAS problem gambling is a serious public health issue affecting one to three percent of the general adult population and often results in personal, financial, familial, legal, and other costs, including a high risk of suicide and

WHEREAS it is estimated that over 200,000 Florida adults of diverse age, race, ethnicity, and socio-economic status suffer from past-year gambling problems, and 800,000 more are at risk of developing such difficulties, constituting 4.7% of the adult population ages 18 and older; and

WHEREAS it is further important to note that these statistics do not account for youth, who are increasingly and deceptively exposed to gambling concepts and are at an increased risk for developing gambling-related problems and

WHEREAS it is also essential to recognize problem gambling as a societal issue, with 8-10 additional people adversely impacted by every problem gambler, increasing the affected population by an estimated additional 1.5 million individuals, with conservative projected social costs amounting to more than $9 billion nationally each year; and

WHEREAS problem gambling is treatable for those who seek help, which minimizes the harm to Floridians and to the State as a whole and

WHEREAS the Florida Council on Compulsive Gambling's (FCCG's) public awareness campaign provides an opportunity to educate the public, policymakers, educators, businesses, mental health, and criminal justice professionals, and others about the potential adverse effects of gambling as well as social, legal, financial, and emotional impacts and available supports; and

WHEREAS free referrals to problem gambling resources and supports, including to licensed and certified treatment providers, self-help support groups, the FCCG's Online Program for Problem Gamblers (OPPG), the FCCG's Peer Connect Program, financial supports, legal resources, and many more are readily available to all Floridians by calling or texting the 888-ADMIT-IT Helpline; and

WHEREAS, any individual, professional, or other organization dedicated to assisting those in need can participate in raising awareness and preventing problem gambling by promoting the statewide, confidential, multilingual, toll-free, and 24/7 888-ADMIT-IT Problem Gambling Helpline and

WHEREAS the City of Crestview can demonstrate its support in addressing problem gambling by raising public awareness through the declaration of the proclamation of the month of March 2024 as Problem Gambling Awareness Month in the City of Crestview.

NOW, THEREFORE, I, J.B. Whitten, Mayor of the City of Crestview, Florida, do hereby proclaim the month of March 2024 as Problem Gambling Awareness Month in the City of Crestview.

Mayor JB Whitten

Date

CITY OF CRESTVIEW Item # 6.1.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Schrader
DATE:	2/14/2024
SUBJECT:	Approval of City Council Regular Meeting Minutes of February 12, 2024

BACKGROUND:
The City Council routinely approves minutes from prior meetings.

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

GOALS & OBJECTIVES
This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
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Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT
n/a

RECOMMENDED ACTION
Motion to approve the City Council regular meeting minutes of February 12, 2024.

Attachments

1. 02122024 City Council Regular Meeting Minutes Draft

City Council Minutes - DRAFT
February 12, 2024
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 Pro-Tem Andrew Rencich. Board members present: Mayor Pro-Tem Andrew Rencich, Council members: Doug Capps, Cynthia Brown, Joe Blocker, and Ryan Bullard. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members. Mayor JB Whitten was excused.

2. Invocation, Pledge of Allegiance

2.1. Minister Mark Dillman of Airport Road Church of Christ

The Invocation and Pledge of Allegiance was led by Minister Mark Dillman of Airport Road Church of Christ.

3. Open Policy Making and Legislative Session

Mayor Pro-Tem Andrew Rencich declared a quorum was present. He went over the rules and procedures for the meeting.

4. Approve Agenda

Mayor Pro-Tem Andrew Rencich called for action.

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

5. Presentations and Reports

6. Consent Agenda

Mayor Pro-Tem Andrew Rencich called for action.

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

6.1. Memorandum of Understanding with FLHSMV

6.2. Approval of City Council Regular Meeting Minutes of January 22, 2024

6.3. Approval of the Crestview Unlimited Board Regular Meeting Minutes of January 22, 2024

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Ordinance 1962 - Amending Board Terms and Regulations

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1962 to the City Council. He reviewed the history of past discussion on the Board terms which included creating staggered terms, filling vacancies, and method of re-appointments. He then asked the City Clerk to read Ordinance 1962 by Title.

City Clerk Maryanne Schrader read Ordinance 1962 aloud: An Ordinance Amending Planning and Development Board Term Provisions and Regulations; Providing for Amendment of Section 2-63 of the Code of Ordinances; Providing For Amendment of Section 3.01.02 of the Land Development Code; Providing For Authority; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor Pro-Tem Andrew Rencich called for comment from the Council and from the public. In hearing none, he called for action.

Motion by Councilmember Doug Capps and seconded by Councilmember Ryan Bullard to approve Ordinance 1962 on 1st reading and move to second reading for final adoption.
Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

8.2. Ordinance 1963 - CRA Board Terms and Regulations

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1963 to the City Council. He mentioned this ordinance would clear up the CRA provisions for terms and vacancies. He then asked the City Clerk to read Ordinance 1963 by title.

City Clerk Maryanne Schrader read Ordinance 1963 aloud: An Ordinance Amending Community Redevelopment Agency Term Provisions and Regulations; Providing For Amendment of Section 2-98 of the Code of Ordinances; Providing For Authority; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For An Effective Date.

Mayor Pro-Tem A. Rencich called for comment from the Council.

Councilmember R. Bullard asked about when the changes for the current seats is expected, and CDS Planning Administrator Nicholas Schwendt replied that the current terms will be reviewed and the seats will be numbered for tracking. The goal is to have it completed before April 1st.

Mayor Pro-Tem A. Rencich called for comment from the public. In hearing none, he called for action.

Motion made by Councilmember Ryan Bullard and seconded by Cynthia Brown to approve Ordinance 1963 on 1st reading and move to second reading for final adoption.
Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

8.3. Ordinance 1964 - Affordable Housing Advisory Committee Terms and Regulations

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1964 to the City Council. This ordinance is regarding the formation of the Affordable Housing Advisory Committee adding the Board will need to convene before April 1st. He then asked the City Clerk to read Ordinance 1964 by Title.

City Clerk Maryanne Schrader read Ordinance 1964 aloud: An Ordinance Amending Affordable Housing Advisory Committee Term Provisions and Regulations; Providing For Amendment of Section 32-18 of the Code of Ordinances; Providing For Authority; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor Pro-Tem A. Rencich called for comment from the Council and from the public. In hearing none, he called for action.

Motion was made by Councilmember Doug Capps and seconded by Councilmember Cynthia Brown to approve Ordinance 1964 on 1st reading and move to second reading for final adoption.
Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

9. Resolutions

10. Action Items

10.1. Tractor Supply Expansion Traffic MOU

CDS Planning Administrator Nicholas Schwendt mentioned the development expansion which will be west of the current location. The Memorandum of Understanding (MOU) will help mitigate traffic for the development.

Motion by Councilmember Doug Capps and seconded by Cynthia Brown to approve the Memorandum of Understanding for the Tractor Supply expansion traffic study in the amount of $25,300 and send to the Mayor and City Clerk for signature.
Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

10.2 Charleston Place Apartments Traffic MOU

CDS Planning Administrator Nicholas Schwendt presented the Memorandum of Understanding for the Charleston Place Apartments traffic study. He stated the development consists of 279 units on a 14-acre parcel near the movie theater.

Motion by Councilmember J. Blocker and seconded by Councilmember C. Brown to approve the Memorandum of Understanding for the Charleston Place Apartments traffic study in the amount of $106,200 and send to the Mayor and City Clerk for signature.
Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

10.3. Preliminary/Conceptual Plat and MOU – Garden Villas Townhomes

CDS Planning Administrator Nicholas Schwendt presented the Memorandum of Understanding for the Preliminary/Conceptual Plat and MOU for Garden Villas Townhomes. He mentioned the area is south of the high school and will consist of 238-unit apartments.

City Manager T. Bolduc stated this project has a couple of minor outstanding comments. He has spoken to Mr. Clark regarding concerns which will include improvements to Third Avenue, and he has assured him that the issues will be addressed.

Mayor Pro-Tem A. Rencich called for comment from the Council and the public. In hearing none, he called for action.

Motion by Councilmember Doug Capps and seconded by Councilmember Cynthia Brown to approve the Memorandum of Understanding in the amount of $73,600 and the Preliminary/Conceptual Plat pending final negotiations on Third Avenue and afterward send to the Mayor and City Clerk for signature.
Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

10.4. Preliminary/Conceptual Plat and MOU - Brett Street Townhomes

CDS Planning Administrator Nicholas Schwendt presented the Memorandum of Understanding for the Preliminary/Conceptual Plat for Brett Street Townhomes. He mentioned the property is on a half-acre consisting of nine units.

Mayor Pro-Tem A. Rencich called for comment from the Council and the public. In hearing none, he called for action.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Doug Capps to approve the Memorandum of Understanding in the amount of $3,750 and Preliminary/ Conceptual Plat and send to the Mayor and City Clerk for signature.
Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

10.5. Preliminary/Conceptual Plat and MOU– Harrisburg Estates Phases 2-4
CDS Planning Administrator Nicholas Schwendt presented the Memorandum of Understanding for the Harrisburg Estates Phases 2-4. The property is on 35.7 acres with 72 lots proposed.

Councilmember D. Capps mentioned he must abstain from voting on this matter because a relative owns property adjoining the subject property and his vote could lead to a special private gain or loss for a relative, as defined in the Code of Ethics.

City Attorney J. Holloway stated Councilmember D. Capps has fifteen days to turn in the paperwork.

Mayor Pro-Tem A. Rencich called for comment from the Council.

In response to Councilmember R. Bullard regarding the partnership with the County on the traffic study, City Manager T. Bolduc explained that they are working with consultants regarding whether we will do the study ourselves or wait for the County to complete the study. He added by partnering with the County, we can look at a regional perspective. He will bring the information back to the Council, as soon as he receives the consultants response.

Mayor Pro-Tem A. Rencich called for comment from the public In hearing none, he called for action.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Joe Blocker to approve the Memorandum of Understanding in the amount of $3,750 and Preliminary/ Conceptual Plat for Harrisburg Phase II, III, and IV and send to the Mayor and City Clerk for signature.
Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Ryan Bullard.
Abstain: Doug Capps: Ayes: 4; Nays: 0; Abstain: 1. Motion carried.

10.6. City Manager Annual Performance Evaluation
Administrative Services Director Jessica Leavins went over the evaluation summaries in the staff report based on the evaluation system of our core values.

Each council member provided comments stating they were satisfied with Mr. Bolduc's performance, the hours he puts in, the growth of the city, and the privilege of working with him. Discussion ensued on a salary adjustment in comparison to other city managers in the county, as well as all the projects he has completed.

Mayor Pro-Tem A. Rencich passed the gavel to Councilmember J. Blocker. He stated that the city is operating efficiently, and developers want to come to the city. The calculations for other city managers were sent to HR. The starting salaries are much higher in other cities.

Councilmember J. Blocker called for action.

Motion by Mayor Pro-Tem A. Rencich and seconded by Councilmember Cynthia Brown to make an adjustment from the current salary to $175,000 effective immediately.
Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

11. City Clerk Report

11.1. Monthly Update

City Clerk M. Schrader stated the information is included in the Staff Report.

12. City Manager Report

City Manager Tim Bolduc thanked the City Council. He stated it has been an honor to work with the Council and staff and is grateful.

City Manager Tim Bolduc said he is working on an RFQ for a Total Project Management (TPM) company, which will help with the project from conception to end. The Council had approved us moving forward with the Sports Complex Master Planning, the Public Services and Police Department building. This concept helps create master plans and site plans, as well as the selection of architects and maintenance of schedules and oversees the projects. The company will also help with small projects such as the remodeling of the Twin Hills gym. His goal is to get the RFP out next week. The concepts of the four major projects will move forward with a budget and funding sources. The selection will be brought back to Council.

Discussion ensued and City Manager T. Bolduc explained that the evaluation committee will select a company and then provide a presentation to the Council. It will be a 5-year contract with a 5-year renewal.

In response to Councilmember R. Bullard, City Manager T. Bolduc replied that the Council could appoint a member for the committee. A member of staff will be our representative to the company, mentioning staff do not draw out site plans. The TPM brings in architects to get the guaranteed result adding the company will steer the scope which will help with prioritizing.

In response to Mayor Pro-tem A. Rencich on guaranteed maximum price (GMP), City Manager T. Bolduc replied that the TPM will bring us to that price. The company will competively select for us so the cost will come out of what we would do with the design.

City Manager T. Bolduc also said the Main Street contract has been executed and the groundbreaking is scheduled March 11th in the parking lot behind Desi's. On February 27th, the groundbreaking for Vineyard Village is scheduled. The savings we receive will provide a lower rent for the tenants. He added, tonight's MOU's, provide for more affordable housing with the density use.

13. Comments from the Mayor and Council

Mayor Pro-Tem A. Rencich called for comments from the Council. No one else had

further comment.

He added the splash pad at Twin Hills groundbreaking today and the park is well used.

14. Comments from the Audience

Mayor Pro-Tem A. Rencich called for comment from the public.

Frederick Butts mentioned the need for affordable housing stating the city has the highest millage rate in the county. He voiced concern about the citizens on fixed incomes when the going rate for apartments is over $2,000. He said the Council should focus on everyone that gives us an overall picture. The city has grown substantially since he moved here in 2000. He also mentioned the Main Street project and asked about the safety features for those with handicapped vehicles with parallel parking.

15. Adjournment

Mayor Pro-Tem A. Rencich adjourned the meeting at 6:56 p.m.

Minutes approved this __ day of __, 2024.

_____
Andrew Rencich
Mayor Pro-Tem

Submitted by,

_____
Maryanne Schrader
City Clerk
Proper Notice having been duly given

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Tim Bolduc, City Manager
DATE:	2/21/2024
SUBJECT:	Approval of Gregg Chapel Agreement

BACKGROUND:

At the 6/13/22 City Council meeting, the City Council made a motion to select Gregg Chapel AME Church for the Affordable Housing RFP that resulted in the proposed Vineyard Village Development.

DISCUSSION:

Following the Council's approval of Gregg Chapel AME Church, the attached agreement has been drafted and agreed upon by staff of both parties.

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

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The approval of this item will result in no substantial financial impact.

RECOMMENDED ACTION

Motion to approve the agreement with Greg Chapel AME Church.

Attachments

1. Vineyard Village Development Agreement with Lease and Purchase Option 2-16-24

AFFORDABLE HOUSING DEVELOPMENT AGREEMENT AND LEASE WITH PURCHASE OPTION

THIS AGREEMENT (the "Agreement") is made and entered into this ___ day of February, 2024, by and between the City of Crestview, Florida (the "City"), whose mailing address is 198 North Wilson Street, Crestview, Florida 32536, and _____ (the "Developer") whose mailing address is _____.

W I T N E S S E T H :

WHEREAS, the City is the owner of certain property located in the City of Crestview consisting of approximately 1.35 acres +/- located between West Bowers Avenue and West Field Avenue, more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Developer desires to develop the Property for construction of an affordable housing project known as Vineyard Village, with the permitted uses identified in paragraph 2 of this agreement (the "Proposed Development"); and

WHEREAS, the City received a grant from the State of Florida for certain work to be performed on the Proposed Development; and

WHEREAS, Section 287.05805 of the Florida Statutes and the City's grant agreement with the State of Florida requires that the City grant to the State a security interest in the real property in the amount of funding provided by grant to the City, for a period of five years from the date of completion of the improvements and the grant agreement further provides that the City must maintain ownership of the real property where the Proposed Development is located for a period of five years after termination of the grant agreement; and

WHEREAS, the parties desire to enter into this Agreement and to comply with requirements of State law and the terms of the grant agreement, but at the same time document their commitments to each other relating to the terms and conditions upon which the Property can be developed and to reflect their mutual understandings, obligations and remedies, including the lease of the Property to Developer and Developer's option to purchase the Property.

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

1. **Recitations.** The recitations set forth above are true and correct are incorporated herein by this reference.

2. **Permitted Use.** The Property will be developed as a multi-family affordable housing development.

3. **City Obligations.** To facilitate Developer in developing the property for the permitted use, the City will do the following:

A. Lease the Property to Developer for $1.00 per year upon completion of the following work by the City:

i. Provide clearing & grubbing for the site, site work, water & sewer taps and construct building pads up to a total contribution of $1,500,000.00 for these items.

B. The City agrees to issue to the Developer, upon approval of plans pursuant to the City's Land Development Code, all required building permits, approvals or other required permits and Certificates of Occupancy for the construction, use and occupancy of the Proposed Development, subject to Developer's compliance with all applicable codes, ordinances and regulations, and this Agreement.

C. The City Manager or his designee is appointed as the City's monitoring official for this Agreement. The City's representatives shall monitor the activities specified in such a manner to ensure that all requirements of this Agreement are met.

D. In accordance with the City's Charter, Code of Ordinances and the terms of this Agreement, the City Manager shall have the authority to revise and/or modify the terms and conditions of this Agreement.

E. By this Agreement, the City additionally grants to Developer an irrevocable purchase option that may be exercised for the sum of $1.00 by Developer as follows:

i. No sooner than July 1, 2030, which date is five years and one day after the Expiration Date set forth in the City's grant agreement with the State of Florida, Department of Economic Opportunity, Developer may elect to purchase the Property by notifying the City of its election to purchase. Notwithstanding the foregoing, Developer may notify the City of its election prior to July 1, 2030, but no conveyance of title shall occur until on or after July 1, 2030. The purchase price for the Property shall be $1.00, to be paid at closing of the transaction by Developer to the City.

ii. Any deed from the City to Developer shall be subject to the following reversionary interest provisions to be included in the vesting deed:

(a) Rentals and occupancies in the Proposed Development shall be limited to persons or families which have income that does not exceed 80% of the median family income for the Crestview-Fort Walton Beach-Destin, FL HUD Metro FMR Area as published by

the U.S. Department of Housing and Urban Development in each year.

F. In the event Developer defaults on any loan secured by the Property, or on any obligations under this Agreement after notice and opportunity to cure, the City may repurchase the Property and the development for the remaining balance due on the loan Developer obtains to develop the Property. This provision applies to Developer defaults under any lease between the City and Developer prior to Developer exercising a purchase option, and continues to apply as a deed restriction after conveyance of title to Developer if Developer elects to purchase the Property.

4. **Developer Obligations.** Developer's obligations, in addition to those set forth in other areas of this Agreement, is to:

A. Achieve substantial completion within two years of this Agreement, provided that the two-year period shall not commence until the Developer receives building permits for construction. The City Manager may, in the exercise of reasonable judgment, extend the scheduled completion of the Proposed Development in consideration of unforeseen delays or other circumstances affecting completion.

B. Develop a minimum of 18 separately occupiable housing units to occupancy by qualified tenants within the time requirements set forth in 4.A. above.

C. Comply with the provisions of Section 3 (e) (ii) (a) above, relating to rental and occupancy limitations, unless this requirement is modified or waived by the City.

5. **Regulatory Requirements.** The development of the Property shall be in accordance with the City's Land Development Code in effect at the time application is made for a development order. Failure to fulfill any provision of this Agreement, or the conditions of any development order or building permits issued for the Proposed Development, may result in non-issuance of other regulatory approvals with respect to the Proposed Development until such time as all conditions or this Agreement are complied with, and the City shall not be liable for any direct, indirect and/or consequential damages claimed for such non-issuance.

6. **Release or Modification.** Any amendment to this Agreement shall not be approved unless all parties subject to this Agreement agree to the amendment and such amendment is incorporated into the Agreement. All amendments not requiring City Council approval shall be subject to the final approval by the City Manager on behalf of the City.

7. **Binding Effect.** This Agreement shall be recorded in the Public Records of Okaloosa County, Florida, and the provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.

8. **Breach of Agreement.** In the event that the Developer has materially breached the Agreement, the Developer shall commence to cure the breach within thirty (30) days of notice by the City, unless this time is extended by the City Manager. If the Developer is unable or unwilling to cure the breach and abide by the Agreement, the City shall exercise its right to take appropriate legal action for the purpose of curing the breach and enforcing this agreement and Developer shall pay the City's attorney's fees and costs in any such proceeding or appeal, including bankruptcy proceedings. The City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9. **Hold Harmless.** Developer agrees to and shall hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise directly or indirectly from the actions of the Developer, its contractors, subcontractors, agents, employees, or other persons acting on its behalf relating to the construction and completion of the project. Developer agrees to and shall defend the City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Developer's actions in connection with the construction and completion of the project.

10. **Force Majeure.** In the event that Developer or the City is delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter, "Permitted Delay" or "Permitted Delays"), Developer or the City, as the case may be, shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon Developer seeking an extension of time by delivering written notice of such Permitted Delay to the City within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which Developer may delay any act or performance of work due to a Permitted Delay shall be one hundred eighty (180) days.

11. **Notices.** Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by electronic mail, Federal Express, Express Mail or other similar overnight delivery services or certified or registered mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending, if sent by electronic mail, Federal Express, Express Mail or other similar overnight delivery service and three (3) business days after mailing if sent by certified or registered mail. Notices shall be addressed as provided below:

If to the City: City of Crestview
Attn: City Manager
198 North Wilson Street
Crestview, Florida 32536

If to the Developer: [Insert]

12. **Severability.** Invalidation of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

13. **Effective Date.** This Agreement shall become effective upon execution by all parties.

[SEE NEXT PAGE FOR EXECUTION]

CITY OF CRESTVIEW:

ATTEST:

CITY OF CRESTVIEW, FLORIDA

_____
J.B. Whitten, Mayor

_____
Maryanne Schrader, Clerk

Dated: _____

DEVELOPER:

[To be Inserted]

EXHIBIT A
Legal Description

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3559, PAGES 3122-3123: OFFICIAL RECORD BOOK 1766, PAGE 983: OFFICIAL RECORD BOOK 3639, PAGE 4475: OFFICIAL RECORD BOOK 3213, PAGE 1445: AND OFFICIAL RECORD BOOK 3588, PAGE 2597 OF THE OFFICIAL RECORDS FOR OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 17, BLOCK 133 OF THE PLAT OF CRESTVIEW PER PLAT BOOK 1, PAGE 72, OKALOOSA COUNTY, FLORIDA, ALSO MARKING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FIELD AVENUE (60 FOOT RIGHT OF WAY) WITH THE NORTH RIGHT OF WAY LINE OF WEST EDNEY AVENUE (60 FOOT RIGHT OF WAY); THENCE N89°32'22”W ALONG SAID NORTH RIGHT OF WAY LINE OF WEST EDNEY AVENUE 24.32 FEET TO AN IRON PIPE; THENCE DEPARTING SAID RIGHT OF WAY LINE N07°15'05”W 155.77 FEET TO AN IRON PIPE ON THE NORTH LINE OF SAID LOT 17; THENCE N53°11’48”E ALONG SAID NORTH LINE 92.37 FEET TO AN IRON ROD (SSMC LB 2108) MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK 133; THENCE N36°48'52"W ALONG THE WEST LINE OF SAID LOT 99.82 FEET TO AN IRON ROD (SSMC LB 2108); THENCE DEPARTING SAID WEST LINE N52°55’40”E 64.65 FEET TO AN IRON PIPE; THENCE N36°55'00'W 49.73 FEET TO AN IRON PIPE SET ON THE SOUTH RIGHT OF WAY LINE OF WEST BOWERS AVENUE (60 FOOT RIGHT OF WAY); THENCE N53°11’47”E ALONG SAID RIGHT OF WAY LINE 85.11 FEET TO AN IRON ROD (SSMC LB 2108) MARKING THE NORTHEAST CORNER OF LOT 7 OF SAID PLAT OF CRESTVIEW; THENCE DEPARTING SAID RIGHT OF WAY LINE S36°56’22”E ALONG THE EAST LINE OF SAID LOT 7 AND LOT 14 OF SAID PLAT 299.63 FEET TO AN IRON ROD (PSM 4028) MARKING THE SOUTHEAST CORNER OF SAID LOT 14 AND THE AFORESAID NORTH RIGHT OF WAY LINE OF FIELD AVENUE; THENCE S53°03’38”W ALONG SAID RIGHT OF WAY LINE 299.87 FEET TO THE POINT OF BEGINNING, CONTAINING 1.42 ACRES, MORE OR LESS.

CITY OF CRESTVIEW Item # 6.3.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Tim Bolduc, City Manager
DATE:	2/22/2024
SUBJECT:	Approval of Wastewater Treatment Plant Improvements

BACKGROUND:

During the most recent inspection of the wastewater treatment plant, the Department of Environmental Protection informed the City of a requirement to install fencing to separate the plant from the new road. In addition to the fence improvements, upon inspection by staff, it was determined that the inflow manhole structure was deteriorating and was in need of repair.

DISCUSSION:

Staff recently asked the current plant management company to separate the required fencing into multiple phases, beginning with the first section required by the inspection. The purpose of phasing the installation of the fence is to create space in the current budget to complete the inflow manhole improvements in the current year. The total for both projects is as follows;
1- Phase one fence installation $83,550
2- Inflow Manhole repairs $132,880
The current year's budget has $185,000.00 allocated to install the new fencing at the plant. Staff would like to move forward with phase one of the fencing project and reallocate the balance of the funding to the inflow project. The balance of the funding to complete both projects will come from residuals in the current year's utility budget.
To accomplish the above, staff is requesting the City Council to waive the sealed bid process for the fencing and to move forward with the low bidder immediately. Staff is further requesting the City Council approve the out-of-scope proposal provided by the management company to make the necessary improvements to the inflow manhole structure.

GOALS & OBJECTIVES

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

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

Infrastructure- Satisfy current and future infrastructure needs

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

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The funding for these projects will come from current year budget allocations.

RECOMMENDED ACTION

Staff respectfully requests a motion to waive the purchasing policy for sealed bids and to select the low bidder. Staff further request City Council approval for the out-of-scope proposal to repair the inflow structure at the waste water facility.

Attachments

1. Fence Quotes
2. Out-Of-Scope Contract

* This purchase is for approximately 1/2 of the fencing required.

City of Crestview

Quote Comparison Form

440-1935-595.63-00 210/501

Requisition No. 146077

Name Ernie Nolan

Date: 12/6/23

Dept: WWTP

Item/Service Requested:

6' chain link fence around RIB's 1, 2, 3, and 5. 4,420' TOTAL

Quote 1

Company Harris Fence

Vendor No. _____

Contact James Harris

Quote $83,550

Phone No. 850 974-7884

☐ mail ☐ telephone

☐ fax ☒ email ☐ other

Quote 2

Company American Eagle Fence

Contact Nick Corley

Vendor No. _____

Phone No. 850 687-9569

Quote $113,437.55

☐ mail ☐ telephone

☐ fax ☒ email ☐ other

Quote 3

Company AAA Economy Fence

Contact Bill Bender

Vendor No. _____

Phone No. 850 682-5248

Quote $138,175.00

☐ mail ☐ telephone

☐ fax ☒ email ☐ other

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

11/29/23

Department Head

440-1935 Wastewater Plant

Actual 2022	Adopted Budget 2023	Account Number		Description	Quantity	Unit Cost		FY2024 Department Totals	% of Change
				Revenues					
$0				**Total Revenues**					
				Personnel Expenses					
				Full Time Equivalent Employees	0				
				Total Personnel Expenses					
				Operating Expenses					
$1,034,255	$1,098,324	535	3400	**Contractual Services**				$1,099,884	0%
				O&M Contract	1	$1,098,324			
			✓	ESSI-Scheduled Generator Maintenance	1	$1,560			
$0	$7,224		4100	**Communications**				$7,224	0%
				Telephone/Internet/Security	1	$7,224			
$42,237	$45,861	535	4500	**Insurance**				$69,607	52%
				Property	1	$69,424			
				Inland Marine	1	$183			
$16,386	$20,000	535	4600	**Repairs & Maintenance**				$85,500	328%
				Pump Repairs, Replacements, Motors, Fittings, etc.	1	$59,500			
				ESSI- Generator Load Test	1	$500			
				WWTP		$25,500			
$31,232	$50,000	535	5200	**Operating Supplies**				$10,000	-80%
$1,124,110	**$1,221,409**			**Total Operating Expenses**				**$1,272,215**	**4%**
				Capital Expenses					
$482,413	$0	535	6300	**Improvements/Not buildings**				$4,459,730	0%
				Improvements / Other than Buildings	1	$50,000			
				Replace 20" Headworks Piping	1	$90,000	50,000		
				Master Lift Station - (Lloyd)Liner Repair	1	$185,000	90,000		
			*	DEP Mandated Spray Field Fencing	1	$25,000	185,000		
				Clarifier 1&2 Weir Washer Distribution Rings	1	$3,100,000	25,000		
				FY 2023 RIB 6 Construction	1	$400,000	3,100,000		
				Biosolids Handling Facility Manhole Replacement	1	$609,730	400,000		
				Effluent Disposal Expansion			609,730		
$482,413	**$0**			**Capital Expenses**				**$4,459,730**	0%
$1,606,523	**$1,221,409**			**Total Expenses**				**$5,731,945**	369%
-$1,606,523	**-$1,221,409**			**Net Revenue / Expenses**				**-$5,731,945**	369%

Kennedy, Pamela

From: Nolan, Ernest
Sent: Wednesday, November 15, 2023 9:58 AM
To: Kennedy, Pamela; Tatman, Seth
Subject: FW: Crestview Fencing Requirements

From: Vestal, Dana <Dana.Vestal@FloridaDEP.gov>
Sent: Wednesday, August 17, 2022 10:34 AM
To: Nolan, Ernest <Ernest.Nolan@jacobs.com>
Subject: [EXTERNAL] FW: Crestview Fencing Requirements

Ernie,

The 6' non-barb wire chain link fence is sufficient, that is what we typically see on these projects and that meets the intent of the rule. Please let me know if you need anything else.

Thanks!

Dana Vestal
Florida Department of Environmental Protection
Northwest District – Compliance Assurance Program
Environmental Specialist
Dana.Vestal@FloridaDEP.gov
Office: 850-595-0659
Fax: 850-595-8097

From: Mucci, Michael <Michael.Mucci@FloridaDEP.gov>
Sent: Tuesday, July 26, 2022 9:39 AM
To: Nolan, Ernest <Ernest.Nolan@jacobs.com>; Vestal, Dana <Dana.Vestal@FloridaDEP.gov>
Cc: Jernigan, Scott/PNS <Scott.Jernigan@jacobs.com>
Subject: RE: Crestview Fencing Requirements

Ernest,

You may have misunderstood me with the size of the fencing and the barb. I was just suggesting a set up of that nature would certainly satisfy 62-600.400(2)(b) which requires All treatment plant sites shall be enclosed with a fence or otherwise designed with appropriate features that discourage the entry of animals and unauthorized persons. As far as I know, there is no requirement for the material the fence is made from, as long as it accomplishes what is set forth in the applicable rules. Some facilities have used wood and others metal. I also do not have the authority to authorize or approve any project. If you would like to reach out to the permitting team, the shared e-mail is epost.nwdwf@dep.state.fl.us .

Respectfully,

HARRIS FENCE INSTALLATION, INC.

1588 Garrett Mill Rd.
Baker, Florida 32531
850-537-6169

DATE 11/27/2023

PROPOSAL TO City of Crestview

SOURCE OF LEAD Quote

ADDRESS RE: Crestview Spray Field (Jacobs)

TELEPHONE NUMBER (850) 305-4638

LOCATION Crestview, Florida 32536

JOB LOG NO (850) 331-3065
ernest.nolan@jacobs.com

Project Manager Ernest Nolan

SPECIFICATIONS: All work to be performed in a workmanlike manner and in accordance with standard practice. All posts set in concrete.

Total Height 6' 9 gauge
Post Spaced 10' center or less
Style Fence Chain Link

Knuckled ☐
Safeguard ☐

TERMS

Cash Upon Completion ☒

Top Rail	1 3/8" O.D.
Line Post	1 5/8" O.D.
End Post	2 1/2" O.D.
Corner Post	2 1/2" O.D.
Walk Gate Post	2 1/2" O.D.
Drive Gate Posts	2 1/2" O.D.
Gate Frames	1 3/8" O.D.

KEY

Fence to be erected _____
Tie-ons (Get permission) ○
Terminal Post ..... ×
Existing fence _ _ _ _ _ _
Walk gate —×— ×—
Double gate —×— ×—

Indicate if sides are shared.

Additional Specifications DG 40

Top Rail	1 5/8 O.D.
Line Post	2" O.D.
End Post	3" O.D.
Corner Post	3" O.D.
Walk Gate Post	— O.D.
Drive Gate Post	4" O.D.
Gate Frames	1 5/8" welded O.D.

QUANTITY				
4,420	Fencing w / o Gates			
18	Terminal & Gate Posts			
4	4" DG 40 gate post			
	Ft. Wide Single Swing Walk Gates			
2	Ft. Wide Double Swing Drive Gates 20' double gates			
3"	brace post with 3/8 galvanize truss rods every 500ft			
	line post holes 6" 36" deep			
	Corner post holes 8" 36" deep			
	gate post holes 12" 36" deep			

7 gauge coil tension wire top and bottom.

Top Rail of Fence Straight ☐
Top Rail of Fence to Follow Ground ☐
Be Level With Lowest Grade ☐
Be Level With Highest Grade ☐

SKETCH

4,420' of 6' 9 gauge commercial galvanize fence.
18 each DG 40 3" terminal post
4 each DG 40 4" gate post
3" DG 40 brace posts with 3/8 galvanize truss rods every 500'
2 each 20' double gates welded frame // 1 5/8 DG 40 galvanize.
Line post holes 6" 36" deep
Corner post holes 8" 36" deep
gate post holes 12" 36" deep
ALL Material Commercial Grade.

TERMS OF PAYMENT:

Cash Paid Down _____
Cash Upon Comp. _____
Financing _____

TOTAL CONTRACT PRICE $83,550.00

Salesman Rebecca Harris
Sales Manager Jason Harris

ACCEPTED _____

AAA Economy Fence, Inc.

Since 1986

5395 Old Bethel Road, Crestview, FL 32536

Office: (850) 682-5248 Fax: (850) 682-7935

11/21/2023

Ernest Nolan,

Thank you for the opportunity to bid the Crestview Water Treatment project. We can complete the proposed fence project for $138,175.00. Price includes all materials and labor.

This build is approx. 4,420' including two 20' double drive gates. I have quoted using all schedule 40 galvanized pipe with 4" gate post, 3" corner post, 2 1/2" line post, 1 5/8" bracing and gate framing, 6' galvanized 9 gauge 2" mesh fabric and 7 gauge top and bottom tension wire.

We would clear the two areas identified through the trees. Customer to clear inside existing fence line, to provide approx. 4' inset for new fence. Existing fence to be left in place.

We would need a purchase order and need to order materials.

Please call if you have any questions.

Bill Bender
Sales Manager

American Eagle Fence
768 E John Sims Pkwy,
Niceville, FL 32578

11/22/2023
Jacobs Titan
Ernie Nolan
5101 Arena Road Crestview, FL 32536

Dear Ernie

It is our pleasure to present you the following estimate for fence materials and construction services:

6' Galvanized Chain Link

1. No demolition or disposal.
2. Installation of 4,200 LF of 6' tall, galvanized chain link fence.
    a. 2 ½" Terminal Post
        i. Set in Concrete.
    b. 2" Line Post
        i. Driven.
    c. 9ga Top Tension Wire
    d. 9ga Bottom Tension Wire
    e. Installation of two 20' x 6' chain link double drive gates.
        i. 3" Gate Post
        ii. 3" Bulldog Hinges
3. The fence is to be installed per ASTM standards.

---$113,437.55--- or $27.01 per foot

For clearing of 10' section of brush on the fence line add $250.00 per 10' section cleared, if AEF is awarded the contract the price for clearing will be determined before the final contract is signed.

Price valid for 15 days. If you are agreeable with this estimate, please call or email Nick Corley @ (850) 502-8360 ncorley@ameaglefence.comto begin the process to schedule your fence installation. We look forward to providing you excellent service.

Sincerely,

Contract subject to the terms and conditions page attached hereto.

-N/A--N/A-

Terms & Conditions: Contract subject to the terms and conditions page attached hereto.

1. **Fence Design and Location**

You are responsible for determining the location of the fence to be installed including determining the exact location of all property corners and property lines. If visible property markers are not present, a survey by a survey professional may be necessary in the sole discretion of contractor. Where the fence lines are not indicated by surface marks or stakes, no responsibility shall rest with American Eagle Fence (AEF) or the installation professional by reason of erecting fence on incorrect line and you hereby agree and indemnify AEF and installation professional and save it harmless against and in respect to the claims of any persons aggrieved by the location of said fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by our erection forces in the course of installation. AEF is not responsible for relocation or modification costs due to incorrect installation locations or designs caused by you. You are responsible for communicating with adjacent property owners prior to fence installation to avoid potential disputes. Connections to adjacent property owner's fence should also be discussed and agreed to with neighbor to avoid potential disputes. You are responsible for ensuring that the fence design conforms to all ordinances and/or codes (HOA, municipality, state, city, etc.). You will need to obtain and provide approvals from the HOA before installation of your fence can be scheduled. If requested, AEF will assist with any required permits and permit numbers where necessary at an additional cost to you.

2. **Public Underground Utilities**

AEF will contact Sunshine 811 and have public utilities marked prior to arriving on site. You may see paint and/or flags anywhere in the entire property even if work is only in part of the property.

3. **Private Underground Lines and Obstructions**

It is your responsibility to mark underground lines and obstructions with flags of marking paint. AEF is not responsible for any damage to private underground utilities, fixtures, wires, piping, sprinklers, etc. that are unmarked or marked incorrectly. You shall absorb all costs for repairs for unmarked lines. It is your responsibility to mark obstacles that may be underground such as concrete footings, french-drains, large rocks, concrete cinder blocks, roots greater than 2" diameter etc. to avoid potential add-on charges for difficult dig conditions. Where extended lengths of hand digging are required near marked utility lines, private lines or other obstacles, additional charges may be assessed. It is your responsibility to mark any private lines (sprinkler lines and wiring; underground water/electrical lines connected to water features, pools and other buildings; french-drains; satellite wiring; walkway lighting wiring; etc.). AEF uses sharp digging tools and powered augers when digging holes. If AEF hits an unmarked private line, you will be responsible for repairing or relocating private lines after fence installation and it is advisable to have a contingency budget for this work. **You are responsible for any additional costs due to public or private utility or sprinkler damage and you shall indemnify, hold harmless and exculpate any claims you or your agents may claim against AEF for such actions.** If fence post placements challenges known utility lines (public or private), the fence plan could be altered through a change order to avoid potential conflicts. You shall indemnify and hold AEF and Installation professionals harmless for any damage to any unmarked items within two (2) feet either side of the fence line.

4. **Installation**

AEF will give you an approximate installation period when work will start. AEF will contact you as we approach the installation period to set a three (3) day start window. Please plan to be present or plan for a representative to be present at the beginning of the scheduled installation to answer any questions that the installer may have. The Installation professionals will need access to water for mixing the concrete and access to 110-volt power. It is important that you or your representative are present near the end of the installation for final inspection and payment. There will be equipment traffic and some equipment noise during the construction process. You and your neighbor's yard will probably be un-secured for several days during demo and installation. It is always best to notify any adjacent property owners of the upcoming work as well as keeping children and pets secured and away from the work area. Any estimates on time of installation may not be relied upon by customer as any written warranty for date of completion. Time is not of the essence.

5. **Landscaped Yards**

The fence will be installed to the contour of the existing ground unless agreed to otherwise in writing in original scope of work or on a change order. AEF is not responsible for any damage or soiling to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, etc., resulting from gaining access or performing work in the proximity. You shall absorb the cost of any damages to landscaping. There will be up to 2" gaps under fences on flat terrains. Gaps over 2" may appear on sloping or uneven terrain or under gates. You are responsible for backfilling with dirt unless agreed to in writing in the scope of work or on a change order. Fence installation does not include dirt, shrub, or tree removal or replacement. Any clearing of the proposed fence line must be completed by you prior to any fence work commencing. In the event this is not completed once the crew arrives to install the fence, additional charges may be accessed to achieve the necessary workspace. You shall indemnify and hold AEF and Installation professionals harmless for any landscape damage to items within two (2) feet either side of the fence line.

6. **Gate Operators and Automated Gates**

All Gate Operators installed by AEF will be installed per the latest version of UL 325. All automated gates will be installed per latest version of ASTM F2200. All Gate Operators serviced by AEF will be required to meet the latest version of UL 325 and all automated gates serviced will be required to meet latest version of ASTM F2200 upon completion of service. **AEF is not responsible for integrating gate operators into any of your security software systems.** AEF typically installs keypads that will work with most security systems unless specified otherwise in the scope of work. Additional arrangements will need to be made by you with your IT company to integrate into any other security software system and is not the responsibility of AEF. Once the gate operator is installed and is made operational (regardless of whether it has been integrated into your security software or security system) payment is due. Safety devices are required for the operator to operate. They are in place for your safety and to protect you from liability. After gate installation is approved and signed off by you, AEF allows for two additional trips to adjust safety devices in the event of settling within the first 30 days. Any additional trips will result in a $150 trip charge.

7. **Payment**

You agree to pay American Eagle Fence, LLC according to the following plan: **50% of the estimate prior to any work commencing for ordering materials** or other written payment plan agreed to by both parties. **The remaining 50% is due upon completion of the work,** or other written payment plan agreed to by both parties. If the project value is greater than $20,000.00 or requires more than 2 weeks of labor, AEF will submit progress billing based on % complete and payment will be due upon receipt of billing. Measurements provided in this estimate are for estimating purposes only. You agree to pay for the entire fence installation at the final price quoted on the contract or on any change orders. Once materials have been ordered, the initial 50% deposit cannot be refunded to you. If for any reason you decide not to move forward with the proposed fence work after the initial deposit has been paid, all materials ordered may be picked up at AEF or will be delivered to you for a delivery fee. Any monies received above and beyond the price of the materials and delivery fee administrative fees, profit and overhead will be refunded to you. If full payment is not made within 10 days of project completion, AEF will charge a 10% late fee or the maximum amount allowed by law, whichever is greatest and possibly seek legal actions including but not limited to filling a mechanic's lien on your property per Florida Statute as described in Exhibit A. Payments by credit card will be assessed a Non-Cash Transaction fee of 3.2% + 29 cents. Payments by financing through Synchrony Financial will be assessed a Non-Cash Transaction fee of 7.35%.

8. **Changes and Change Orders**

At your request, AEF may perform additional work subject to a Change Order with additional charges payable by you to AEF. Any changes to installation i.e., a substitution of materials or an expansion of the scope of the work, will require you and AEF to first sign a written Change Order that will become part of this Agreement. Any Change Order(s) must be clear in scope and specify any additional payment(s) and or changes in anticipated start/finish dates. Following discovery of previously undisclosed/unidentified legal encumbrances on your premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions such as the presence of underground or overhead utility lines, rocks, roots greater than 2" diameter, buried debris, mold, asbestos, lead paint, or any conditions different from what you represented, AEF may immediately ask for a Change Order or discontinue installation without further obligation to you. If you decline a Change Order request, AEF may terminate this Agreement. In the event of change orders during construction, you agree to pay 50% of the change order estimate upon approval of the new work, and the remaining 50% upon completion or other written payment plan agreed to by both parties. You agree that if payment is not made according to the above plan, AEF has the right to stop all work until payments have been brought current.

9. **Signage and Advertising Images**

Unless requested by you otherwise, AEF will install 1 or more AEF fence plate signs on the outside of your fence. AEF may also take photographic images of your fence and has the right to use those images of your fence for its advertising purposes in printed pictures, on its web site or other social media platforms.

10. **Prevailing Party**

In the event of any litigation, the prevailing party in any litigation shall be entitled to an award of all attorney fees and costs, through appeal. The parties further agree that Florida is the controlling law and a venue of Okaloosa County, FL.

11. **Force Majeure**

AEF will not be liable for any failure or delay in performing an obligation under this agreement that is due to causes that are outside its reasonable control, including Acts of God, accident, riots, war. Terrorist acts, epidemics, pandemics or 3rd party supplier delivery delays.

12. **Waiver of Trial by Jury**

EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY.

13. **Limited Warranty**

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW. AEF WARRANTS THE WORKANSHIP OF THE INSTALLATION FOR ONE (1) YEAR FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES AEF DURING THE WARRANTY PERIOD, AEF WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY DEFECTS DUE TO FAULTY WORKMANSHIP. AEF'S WARRANTY DOES NOT COVER DAMAGE CAUSED BY ACTS OF GOD. INSTALLTION OR REPAIRS MADE BY PERSONS OTHER THAN AEF, ABUSE, MISUSE, NEGLECT, EXCESS WATER FROM SPRINKERS OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS IS COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY THAT MAY GIVE CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.

For any work involving a Property Owner and a Prime Contractor where AEF is working as a sub-contractor, you further understand that AEF shall be sending the following requisite statutory Notice to Owner:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 -- 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB- SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

By signing this contract, you and American Eagle Fence LLC agree to all terms outlined above.

It is very important to read the Terms and Conditions included in this agreement. By signing this proposal and providing a deposit you are creating a Contract between the parties for the selected products and you agree to the Terms and Conditions.	
	Initial
1. AEF will request the major utilities to mark electrical, water, gas, and cable locations if the utilities provide this service in your city.	☐
2. There are some underground items that only the property owner can identify. The utility companies do not mark these, and AEF is not responsible for damage to unmarked items. Prior to the installation, it is important that you use a bright colored spray paint or flags to mark the ground for locations of: a. Underground Sprinkler lines b. Underground water lines that feed a swimming pool or other structures c. Underground electric lines (other than local utility lines) that supply power to lamp posts, walkway lighting, yard lighting, and wiring for pools, sheds, wells, etc., d. French drains or related items. e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services.	☐
3. You are responsible for the location of the fence. If you cannot find the property line markers, it is recommended that you have a survey done to ensure your new fence does not encroach on to your neighbor's property and follows local building codes for setback requirements. AEF is not responsible for the costs associated with moving or removing fences where the property lines have not been properly located before installation.	☐
4. To ensure proper installation of your new fence; trimming, clearing or moving objects may be required. AEF can provide these services in the initial scope of work or on a change order, or you may choose to save these costs by doing this wok yourself before installation: a. To provide room for a quality installation, all shrubs, hedges, brush, briars, tall grass, etc. must be cleared 2 feet on either side of the installation line for your new fence. b. Any trees, shrubs or other objects (i.e. sheds, water features, landscape structures) near the installation line for the new fence must be cleared or moved 2' on either side of the installation line, and cleared to a height of at least 6 ½' c. Trimming, clearing, and disposal of shrubs, hedges, brush, briars, tall grass, etc., $10 per foot d. AEF requires a clean worksite for our installation team. Animal feces can cause an array of negative health side effects. We are committed to keeping out team in a safe and healthy working environment. Please ensure that all animal feces are clear from the work area. Failure to do so may result in a change order of up to $500.00 e. AEF is not insured or licensed to remove trees greater than 2" in diameter. If necessary, you will need to make arrangements with a tree removal service prior to installation.	☐
5. While digging postholes of at least three feet deep, we sometimes encounter hard dig conditions that cannot be foreseen before the installation. a. AEF will bring in a jackhammer or core drill if we encounter, hard clay, boulders, rock shelf, concrete footers/slabs etc. or other conditions that an earth auger cannot penetrate b. A hard dig is a last resort for proper installation of your fence i. Postholes that requires use of a jackhammer, $50 per hole ii. Tree Roots greater than 2 inches, $10 per hole iii. Core Drill Holes greater than 6 inches deep, $10 per inch	☐
6. The Installation professional and crew will need access to an electric plug-in, and an outside water faucet. During the Installation, you will hear nail guns, hammers, air compressors, augers, jackhammers, etc. Please make sure all pets are secured before the installation begins. Please be sure to inform your neighbors of the installation schedule so that they are aware of the noise and, if a common fence is being replaced, they can secure their pets as well.	☐
7. If your home is part of a Homeowner's Association (HOA), You will need to obtain approvals from the HOA before installation of your fence can be scheduled.	☐
8. It is important that you are present during the installation process. Specifically, it is important that you are present at the beginning of the installation for a final review of the project plans with the Installation Crew. It is also important that you are present at the completion of the Installation to sign the final walkthrough form and so the installation crew can review the maintenance requirements with you.	☐
9. Payment is due upon receipt of invoice. If payment is not received with 10 days, a 10% late fee will apply. Payments by credit card will be assessed a Non-Cash Transaction fee of 3.5%. Payments by financing through Synchrony Financial will be assessed a Non-Cash Transaction fee of 6.35%.	☐
10. AEF expects a positive Google Review at the completion of the project. We encourage our customers to include the name of the crew members in the body of the Google review. Our social media manager will contact you after project completion to ensure your satisfaction and provide a link to leave a review.	☐

Signature area

Exhibit A

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER

To Ernie Nolan 5101 Arena Road Crestview, FL 32536

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

(General description of services or materials) for the improvement of the real property identified as (property description) under an order given by_____.

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF:

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

Signature area

American Eagle Fence
768 E John Sims Pkwy,
Niceville, FL 32578

Copies to: (Those persons listed in Section 713.06(2)(a) and (b), Florida Statutes)

Signature area

Jacobs

6312 S. Fiddler's Green Circle, Suite 300N
Greenwood Village, CO 80111

February 12, 2024

J.B. Whitten, Mayor
City of Crestview
198 North Wilson Street
Crestview, FL 32536

Subject: **Out-of-Scope Letter Agreement – P2 Influent Manhole Emergency Repair**

Dear Mr. Whitten:

Jacobs would like to propose the following out-of-scope services as further defined below. These services will comply with the requirements of the Operations, Maintenance and Management Agreement between Operations Management International, Inc. (OMI) and the City of Crestview, Florida, dated 22 October 2014.

What is being provided:

Project Understanding

The City of Crestview (City) owns and operates a wastewater treatment plant (WWTP) and the influent manhole at the facility receives raw wastewater from the collection system. This structure is severely corroded and in need of rehabilitation. The rebar is exposed in some locations in the top of the structure, and it is in risk of failure. Jacobs proposes to replace this structure as an emergency repair. To perform this service, the follow tasks will be completed:

(1) Task 1 – Consulting Services

In this task, the Jacobs consulting team will develop design drawings and coordinate with OMFS staff on construction techniques. The team will perform a site visit to review site characteristics, review the condition of the structure, and identify piping in the area. The intent of the design will be to maintain service of the structure until the improvements are complete. The consulting team will develop design calculations to identify wall and slab thicknesses and reinforcing requirements. The design will also include the geometry and layout of the new structure and specifications for the top grating and protective coating. Jacobs will recommend a concrete mix design and compaction requirements around the structure. Jacobs senior structural engineer will perform up to 3 site visits to review the progress of the work as construction progresses.

Deliverables
· Conceptual Site Plans

Assumptions
Detailed released for bid drawings will not be produced for this task. Dimensioned drawings and details suitable for construction and coordination between Jacobs teams will be produced.

(2) Task 2 – Repair Services
Under this task, Jacobs will provide the emergency repair for the structure including the rehabilitation and improvements to the influent manhole. Specific tasks are outlined below:

- Jacobs staff will excavate the area around the existing influent manhole located at the Crestview WWTP so emergency repairs on this structure can be made in accordance with Jacobs' engineering recommendations.
- Jacobs staff will have a compaction test done on the final grade that meets Jacobs' engineering recommendations.
- Jacobs staff will do all concrete form work and rebar installation for the repair in accordance with Jacobs' engineering recommendations.
- Jacobs staff will do all concrete pours and pull test cylinders for each pour using a mix that is in accordance with Jacobs' engineering recommendations.
- Jacobs staff will use aluminum embeds for the grating that are in accordance with Jacob's' engineering recommendations.
- Jacobs staff will perform leak tests on the new structure that are in accordance with Jacobs' engineering recommendations.
- Jacobs staff will cut out and remove the existing influent manhole except for the base slab once all leak tests have been completed in accordance with Jacobs' engineering recommendations.
- Jacobs staff will provide aluminum grating for the structure that meets Jacobs' engineering recommendations.
- Jacobs will have the interior walls of the structure coated with a material that meets Jacobs' engineering recommendations.
- Jacobs will install additional piping and valves provided by the city.
- Jacobs staff will do all landscaping repairs around the influent manhole that were disturbed by the emergency repair. Area will be restored to existing conditions.

Deliverables
· Influent manhole repair and improvements

Assumptions

The City will provide piping and valve for incorporation into the influent manhole. This will serve the future connection for the SR85 Bypass utilities.

When it is being provided:	The project start date will be determined upon execution of this Letter Agreement. The project is estimated to be completed within four (4) months of start date.
Project costs:	The lump sum price of this work is $132,880.00. If during the performance of this scope, Jacobs encounters unforeseen conditions, Jacobs shall retain the right to bill City for any additional labor and/or materials needed to complete the scope as intended.
Payment terms:	As defined in Article E.2.3 of the Agreement, payment will be due and payable within thirty (30) days following receipt of Jacobs' invoice.

All other terms and conditions of the Agreement between OMI and City of Crestview, FL remains in full force and effect.

The pricing contained in this letter is valid for thirty (30) days. If these terms are agreeable to you, please sign this letter. A fully executed version of this Agreement will be returned for your files.

Jacobs appreciates the opportunity to provide these additional services to the City of Crestview.

Sincerely,

Ernest Nolan
Project Manager

Both parties indicate their approval of the above described services by their signature below.

Operations Management International, Inc.:	**City of Crestview, Florida:**
_____	_____
Name: Kyle Holder	Name: J.B. Whitten
Title: Geographic Director of Operations	Title: Mayor
Date: _____	Date: _____

CITY OF CRESTVIEW Item # 7.1.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Second reading

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE:	2/15/2024
SUBJECT:	Ordinance 1962 - Amending Board Terms and Regulations

BACKGROUND:

At the December City Council Meeting, the Council provided direction for staff to evaluate the various Board appointments that the City has and begin to draft code amendments that would simplify the Board's terms and, to the degree possible, to allow more intentional, timely and comprehensive evaluation by the Council on an annual basis. Staff discussed the Council's desired outcome further at the January 22nd City Council meeting.

DISCUSSION:

Resulting from previous discussions, staff identified the following provisions that would need to be added or amended for each of the Boards identified by Council:

- Staggered terms - achieved by allowing the first two terms to extend passed the typical term limits, effectively staggering those terms by 1 year.
- A consistent effective date for all appointments across all Boards (determined to be best suited as April 1st)
- Provision for appointments to vacant seats to carry through the remainder of the seat's term, rather than start a new term for the individual that fills the vacancy
- Specific mention that terms will not carry forward until reappointed. That means the Council must reappoint or appoint a new member before their term ends, rather than just allowing automatic term extensions.

The amendments made to the Code of Ordinance and Land Development Code sections regarding PDB membership serve to fulfill the above requirements identified by the Council. Similar changes will also be made to the appointed CRA board members, as well as the Affordable Housing Advisory Committee. The only reason that this ordinance specifically has to come through the PDB is because it includes an amendment to the Land Development Code.

GOALS & OBJECTIVES

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

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

Communication- To engage, inform and educate public and staff

FINANCIAL IMPACT

There is not any anticipated financial impact expected from the adoption of this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1962 on Second Reading.

Attachments

1. Ordinance 1962 - PDB

ORDINANCE: 1962

AN ORDINANCE AMENDING PLANNING AND DEVELOPMENT BOARD TERM PROVISIONS AND REGULATIONS; PROVIDING FOR AMENDMENT OF SECTION 2-63 OF THE CODE OF ORDINANCES; PROVIDING FOR AMENDMENT OF SECTION 3.01.02 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AMENDING SECTION 2-63 OF THE CODE OF ORDINANCES.

Sec. 2-63. - Membership, vacancy, compensation.

(a) Membership. The board shall consist of five core members. All members shall be residents of the city and will be appointed by a majority vote of the city council. The term of office for each member shall be three years, or until a successor is appointed. The term of office for the first two members appointed shall be two years. Terms of office shall commence on the first day of ~~march~~ April of the year in which appointed. Successors appointed prior to the completion of a term shall serve only for the remainder of the term they are succeeding. In no case shall terms automatically extend or additional terms be granted to a member without action by the City Council.

(b) Ex officio members. In addition to the five members, there may be two ex officio members. One may be selected by the Okaloosa County School Board and one may be selected by the Commander at Eglin Air Force Base. Each ex officio member may participate in all discussions of the board in the same manner and to the same extent as the other members of the board. The ex officio member may not vote. Each ex officio member may serve at the sole discretion of their represented agency.

(c) Alternate members. In addition to the five members, two alternate members may be appointed by a majority vote of the city council to serve as alternates for the term of ~~one~~ three years, or until a successor is appointed. The term of office for the first alternate member appointed shall be two years. Successors appointed prior to the completion of a term shall serve only for the remainder of the term they are succeeding. In no case shall terms automatically extend or additional terms be granted to a member without action by the City Council. Alternate members shall be residents of the city. Alternate members shall substitute for absent members on a rotating basis. When substituting for an absent member, an alternate member may vote and participate in all discussions of the board in the same manner and to the same extent as the other members of the board. Board members and alternate members shall be subject to any forfeiture of office provisions of the Crestview Code of Ordinances. Whenever an alternate member vacancy occurs on the board, the city council shall fill the vacancy for the remainder of the term as soon as practicable after the vacancy occurs.

(d) Vacancies. If a vacancy occurs on the board as the result of a resignation, death, or removal of a member, the senior alternate member shall temporarily fill such

vacancy without action by the city council, until the city council appoints a successor regular member. Any appointment made to fill any vacancy shall serve only for the remainder of the term that was left vacant. In the event both alternates have served for the same continuous period of time then the alternate who is next scheduled to substitute for an absent regular member according to the rotation schedule shall temporarily fill the vacancy until the city council appoints a successor. In the event that the alternate member dies, resigns, is removed, or becomes a member, the city council shall promptly appoint a qualified person to the unexpired term of the alternate.

(1) In the event a vacancy occurs on the board; an alternate member may apply to be a regular member in the same manner as other applicants. In the event an alternate member is appointed as a regular member, then such appointment shall simultaneously terminate such person's position as an alternate member. In that event, the city council may then appoint another person to fill the resulting alternate member vacancy.

(e) Attendance. In the event any member should miss three meetings in a 12-month period without justification, they shall be considered as resigned from the board. In that event, the city council may then appoint another person to fill the resulting vacancy.

(1) Alternate members may be allowed to miss up to five meetings in a 12-month period without justification.

(2) In the event of an absence of any member, the chairman of the board shall determine if staff had any contact with the absent member providing the reason for the said absence. With that information the chairman shall ask for a motion and to excuse or not excuse the absence.

(f) Compensation. Members of the board shall receive no salary for their services but may receive such travel and other expenses while on official business for the city as are made available by the city council for these purposes.

SECTION 2 – AMENDING SECTION 3.01.02 OF THE LAND DEVELOPMENT CODE.

3.01.02 - Membership, Vacancy, Compensation

A. Membership. The board shall consist of five core members. All members shall be residents of the city and will be appointed by a majority vote of the city council. The term of office for each member shall be three years, or until a successor is appointed. The term of office for the first two members appointed shall be two years. Terms of office shall commence on the first day of ~~march A~~April of the year in which appointed. Successors appointed prior to the completion of a term shall serve only for the remainder of the term they are succeeding. In no case shall terms automatically extend or additional terms be granted to a member without action by the City Council.

B. Ex Officio Members. In addition to the five members, there may be two ex officio members. One may be selected by the Okaloosa County School Board and one may be selected by the Commander at Eglin Air Force Base. Each ex officio member may participate in all discussions of the Board in the same manner and to the same extent as the other members of the Board. The ex officio member may not vote. Each ex officio member may serve at the sole discretion of their represented agency.

C. Alternate members. In addition to the five members, two alternate members may be appointed by a majority vote of the city council to serve as alternates for the term of ~~one~~ three years, or until a successor is appointed. The term of office for the first alternate member appointed shall be two years. Successors appointed prior to the completion of a term shall serve only for the remainder of the term they are succeeding. In no case shall terms automatically extend or additional terms be granted to a member without action by the City Council. Alternate members shall be residents of the city. Alternate members shall substitute for absent members on a rotating basis. When substituting for an absent member, an alternate member may vote and participate in all discussions of the board in the same manner and to the same extent as the other members of the board. Board members and alternate members shall be subject to any forfeiture of office provisions of the Crestview Code of Ordinances. Whenever an alternate member vacancy occurs on the board, the city council shall fill the vacancy for the remainder of the term as soon as practicable after the vacancy occurs.

D. Vacancies. If a vacancy occurs on the board as the result of a resignation, death, or removal of a member, the senior alternate member shall temporarily fill such vacancy without action by the city council, until the city council appoints a successor regular member. Any appointment made to fill any vacancy shall serve only for the remainder of the term that was left vacant. In the event both alternates have served for the same continuous period of time then the alternate who is next scheduled to substitute for an absent regular member according to the rotation schedule shall temporarily fill the vacancy until the city council appoints a successor. In the event that the alternate member dies, resigns, is removed, or becomes a member, the City Council shall promptly appoint a qualified person to the unexpired term of the alternate.

1. In the event a vacancy occurs on the Board; an alternate member may apply to be a regular member in the same manner as other applicants. In the event an alternate member is appointed as a regular member, then such appointment shall simultaneously terminate such person's position as an alternate member. In that event, the City Council may then appoint another person to fill the resulting alternate member vacancy.

E. Attendance. In the event any member should miss three meetings in a 12-month period without justification, they shall be considered as resigned from the board. In that event, the City Council may then appoint another person to fill the resulting vacancy.

1. Alternate members may be allowed to miss up to five meetings in a 12-month period without justification.

2. In the event of an absence of any member, the Chairman of the Board shall determine if Staff had any contact with the absent member providing the reason for the said absence. With that information the Chairman shall ask for a motion and to excuse or not excuse the absence.

F. Compensation. Members of the Board shall receive no salary for their services but may receive such travel and other expenses while on official business for the City as are made available by the City Council for these purposes.

SECTION 3 – AUTHORITY. The authority for enactment of this ordinance is section 166.021, Florida Statutes, Section 2 of the City Charter, and the City of Crestview Land Development Code.

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

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of February, 2023.

Approved by me this 26th day of February, 2023.

_____
J. B. Whitten
Mayor

ATTEST:

_____
Maryanne Schrader
City Clerk

ORDINANCE NO. 1962

AN ORDINANCE AMENDING PLANNING AND DEVELOPMENT BOARD TERM PROVISIONS AND REGULATIONS; PROVIDING FOR AMENDMENT OF SECTION 2-63 OF THE CODE OF ORDINANCES; PROVIDING FOR AMENDMENT OF SECTION 3.01.02 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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Sec. 2-63. - Membership, vacancy, compensation.

(a) Membership. The board shall consist of five core members. All members shall be residents of the city and will be appointed by a majority vote of the City Council. The term of office for each member shall be three years, or until a successor is appointed. The term of office for the first two members appointed shall be two years. Terms of office shall commence on the first day of ~~march~~ April of the year in which appointed. Successors appointed prior to the completion of a term shall serve only for the remainder of the term they are succeeding. In no case shall terms automatically extend or additional terms be granted to a member without action by the City Council.

(b) Ex officio members. In addition to the five members, there may be two ex officio members. One may be selected by the Okaloosa County School Board, and one may be selected by the Commander at Eglin Air Force Base. Each ex officio member may participate in all discussions of the board in the same manner and to the same extent as the other members of the board. The ex officio member may not vote. Each ex officio member may serve at the sole discretion of their represented agency.

(c) Alternate members. In addition to the five members, two alternate members may be appointed by a majority vote of the City Council to serve as alternates for the term of ~~one~~ three years, or until a successor is appointed. The term of office for the first alternate

member appointed shall be two years. Successors appointed prior to the completion of a term shall serve only for the remainder of the term they are succeeding. In no case shall terms automatically extend or additional terms be granted to a member without action by the City Council. Alternate members shall be residents of the city. Alternate members shall substitute for absent members on a rotating basis. When substituting for an absent member, an alternate member may vote and participate in all discussions of the board in the same manner and to the same extent as the other members of the board. Board members and alternate members shall be subject to any forfeiture of office provisions of the Crestview Code of Ordinances. Whenever an alternate member vacancy occurs on the board, the City Council shall fill the vacancy for the remainder of the term as soon as practicable after the vacancy occurs.

(d) Vacancies. If a vacancy occurs on the board as the result of a resignation, death, or removal of a member, the senior alternate member shall temporarily fill such vacancy without action by the City Council, until the City Council appoints a successor regular member. Any appointment made to fill any vacancy shall serve only for the remainder of the term that was left vacant. In the event both alternates have served for the same continuous period of time then the alternate who is next scheduled to substitute for an absent regular member according to the rotation schedule shall temporarily fill the vacancy until the City Council appoints a successor. In the event that the alternate member dies, resigns, is removed, or becomes a member, the City Council shall promptly appoint a qualified person to the unexpired term of the alternate.

(1) In the event a vacancy occurs on the board; an alternate member may apply to be a regular member in the same manner as other applicants. In the event an alternate member is appointed as a regular member, then such appointment shall simultaneously terminate such person's position as an alternate member. In that event, the City Council may then appoint another person to fill the resulting alternate member vacancy.

(e) Attendance. In the event any member should miss three meetings in a 12-month period without justification, they shall be considered as resigned from the board. In that event, the City Council may then appoint another person to fill the resulting vacancy.

(1) Alternate members may be allowed to miss up to five meetings in a 12-month period without justification.

(2) In the event of an absence of any member, the chairman of the board shall determine if staff had any contact with the absent member providing the reason for the said absence. With that information the chairman shall ask for a motion and to excuse or not excuse the absence.

(f) Compensation. Members of the board shall receive no salary for their services but may receive such travel and other expenses while on official business for the city as are made available by the City Council for these purposes.

SECTION 2 – AMENDING SECTION 3.01.02 OF THE LAND DEVELOPMENT CODE.

3.01.02 - Membership, Vacancy, Compensation

A. Membership. The board shall consist of five core members. All members shall be residents of the city and will be appointed by a majority vote of the City Council. The term of office for each member shall be three years, or until a successor is appointed. The term of office for the first two members appointed shall be two years. Terms of office shall commence on the first day of ~~march~~ April of the year in which appointed. Successors appointed prior to the completion of a term shall serve only for the remainder of the term they are succeeding. In no case shall terms automatically extend or additional terms be granted to a member without action by the City Council.

B. Ex-Officio Members. In addition to the five members, there may be two ex officio members. One may be selected by the Okaloosa County School Board, and one may be selected by the Commander at Eglin Air Force Base. Each ex officio member may participate in all discussions of the Board in the same manner and to the same extent as the other members of the Board. The ex officio member may not vote. Each ex officio member may serve at the sole discretion of their represented agency.

C. Alternate members. In addition to the five members, two alternate members may be appointed by a majority vote of the City Council to serve as alternates for the term of ~~one~~ three years, or until a successor is appointed. The term of office for the first alternate member appointed shall be two years. Successors appointed prior to the completion of a term shall serve only for the remainder of the term they are succeeding. In no case shall terms automatically extend or additional terms be granted to a member without action by the City Council. Alternate members shall be residents of the city.

Alternate members shall substitute for absent members on a rotating basis. When substituting for an absent member, an alternate member may vote and participate in all discussions of the board in the same manner and to the same extent as the other members of the board. Board members and alternate members shall be subject to any forfeiture of office provisions of the Crestview Code of Ordinances. Whenever an alternate member vacancy occurs on the board, the City Council shall fill the vacancy for the remainder of the term as soon as practicable after the vacancy occurs.

D. Vacancies. If a vacancy occurs on the board as the result of a resignation, death, or removal of a member, the senior alternate member shall temporarily fill such vacancy without action by the City Council, until the City Council appoints a successor regular member. Any appointment made to fill any vacancy shall serve only for the remainder of the term that was left vacant. In the event both alternates have served for the same continuous period of time then the alternate who is next scheduled to substitute for an absent regular member according to the rotation schedule shall temporarily fill the vacancy until the City Council appoints a successor. In the event that the alternate member dies, resigns, is removed, or becomes a member, the City Council shall promptly appoint a qualified person to the unexpired term of the alternate.

1. In the event a vacancy occurs on the Board; an alternate member may apply to be a regular member in the same manner as other applicants. In the event an alternate member is appointed as a regular member, then such appointment shall simultaneously terminate such person's position as an alternate member. In that event, the City Council may then appoint another person to fill the resulting alternate member vacancy.

E. Attendance. In the event any member should miss three meetings in a 12-month period without justification, they shall be considered as resigned from the board. In that event, the City Council may then appoint another person to fill the resulting vacancy.

1. Alternate members may be allowed to miss up to five meetings in a 12-month period without justification.

2. In the event of an absence of any member, the Chairman of the Board shall determine if Staff had any contact with the absent member providing the reason for the said absence.

With that information the Chairman shall ask for a motion and to excuse or not excuse the absence.

F. Compensation. Members of the Board shall receive no salary for their services but may receive such travel and other expenses while on official business for the City as are made available by the City Council for these purposes.

SECTION 3 – AUTHORITY. The authority for enactment of this ordinance is section 166.021, Florida Statutes, Section 2 of the City Charter, and the City of Crestview Land Development Code.

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

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of February, 2023.

Approved by me this 26th day of February, 2023.

_____
J. B. Whitten
Mayor

ATTEST:

_____
Maryanne Schrader
City Clerk

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Second reading

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE:	2/15/2024
SUBJECT:	Ordinance 1963 - CRA Board Terms and Regulations

BACKGROUND:

At the December City Council Meeting, the Council provided direction for staff to evaluate the various Board appointments that the City has and begin to draft code amendments that would simplify the Board's terms and, to the degree possible, to allow more intentional, timely and comprehensive evaluation by the Council on an annual basis. Staff discussed the Council's desired outcome further at the January 22nd City Council meeting.

DISCUSSION:

Resulting from previous discussions, staff identified the following provisions that would need to be added or amended for each of the Boards identified by Council:

- Staggered terms - achieved by allowing the first appointed terms to be half of the regular term. This effectively staggers the terms by 2 years.
- A consistent effective date for all appointments across all Boards (determined to be best suited as April 1st)
- Provision for appointments to vacant seats to carry through the remainder of the seat's term, rather than start a new term for the individual that fills the vacancy
- Specific mention that terms will not carry forward until reappointed. That means the Council must reappoint or appoint a new member before their term ends, rather than just allowing automatic term extensions.

The amendments made to the Code of Ordinance sections regarding CRA membership serve to fulfill the above requirements identified by the Council.

GOALS & OBJECTIVES

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

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

Communication- To engage, inform and educate public and staff

FINANCIAL IMPACT

There is not any anticipated financial impact expected from the adoption of this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1963 on Second Reading.

Attachments

1. Ordinance 1963 - CRA

ORDINANCE: 1963

AN ORDINANCE AMENDING COMMUNITY REDEVELOPMENT AGENCY TERM PROVISIONS AND REGULATIONS; PROVIDING FOR AMENDMENT OF SECTION 2-98 OF THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AMENDING SECTION 2-98 OF THE CODE OF ORDINANCES.

Sec. 2-98. Membership of board of commissioners.

The board of commissioners of the community redevelopment agency shall consist of the members of the city council and two additional commissioners appointed by the city council as provided for in Florida Statutes. Additional commissioners are subject to the following provisions:

1. The term of office additional commissioners shall be four years, except that the first person appointed shall initially serve a term of two years.
2. Terms of office shall commence on the first day of April of the year in which appointed.
3. Successors appointed prior to completion of a term shall serve only for the remainder of the term they are succeeding.
4. Successors appointed to fill a vacancy shall serve only for the remainder of the term that was left vacant.
5. In no case shall terms automatically extend or additional terms be granted to a commissioner without action by the City Council.

SECTION 3 – AUTHORITY. The authority for enactment of this ordinance is section 166.021, Florida Statutes and Section 2 of the City Charter.

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

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

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

SECTION 7 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and

resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of February, 2023.

ATTEST:

_____
Maryanne Schrader
City Clerk

Approved by me this 26th day of February, 2023.

_____
J. B. Whitten
Mayor

ORDINANCE NO. 1963

AN ORDINANCE AMENDING COMMUNITY REDEVELOPMENT AGENCY TERM PROVISIONS AND REGULATIONS; PROVIDING FOR AMENDMENT OF SECTION 2-98 OF THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AMENDING SECTION 2-98 OF THE CODE OF ORDINANCES.

Sec. 2-98. Membership of board of commissioners.

The board of commissioners of the community redevelopment agency shall consist of the members of the city council and two additional commissioners appointed by the city council as provided for in Florida Statutes. Additional commissioners are subject to the following additional provisions:

(a) The term of office additional commissioners shall be four years, except that the first person appointed shall initially serve a term of two years.
(b) Terms of office shall commence on the first day of April of the year in which appointed.
(c) Successors appointed prior to completion of a term shall serve only for the remainder of the term they are succeeding.
(d) Successors appointed to fill a vacancy shall serve only for the remainder of the term that was left vacant.
(e) In no case shall terms automatically extend or additional terms be granted to a commissioner without action by the City Council.

SECTION 3 – AUTHORITY. The authority for enactment of this ordinance is section 166.021, Florida Statutes and Section 2 of the City Charter.

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

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of February, 2023.

ATTEST:

_____
Maryanne Schrader
City Clerk

Approved by me this 26th day of February, 2023.

_____
J. B. Whitten
Mayor

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Second reading

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE:	2/15/2024
SUBJECT:	Ordinance 1964 - Affordable Housing Advisory Committee Terms and Regulations

BACKGROUND:

At the December City Council Meeting, the Council provided direction for staff to evaluate the various Board appointments that the City has and begin to draft code amendments that would simplify the Board's terms and, to the degree possible, to allow more intentional, timely and comprehensive evaluation by the Council on an annual basis. Staff discussed the Council's desired outcome further at the January 22nd City Council meeting.

DISCUSSION:

Resulting from previous discussions, staff identified the following provisions that would need to be added or amended for each of the Boards identified by Council:

- Staggered terms - achieved by allowing the first four appointed terms be 2 years, rather than 3. This effectively staggers those terms by 1 year.
- A consistent effective date for all appointments across all Boards (determined to be best suited as April 1st)
- Provision for appointments to vacant seats to carry through the remainder of the seat's term, rather than start a new term for the individual that fills the vacancy
- Specific mention that terms will not carry forward until reappointed. That means the Council must reappoint or appoint a new member before their term ends, rather than just allowing automatic term extensions.

The amendments made to the Code of Ordinance sections regarding AHAC membership serve to fulfill the above requirements identified by the Council.

GOALS & OBJECTIVES

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

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

Communication- To engage, inform and educate public and staff

FINANCIAL IMPACT

There is not any anticipated financial impact expected from the adoption of this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1964 on Second Reading.

Attachments

1. Ordinance 1964 - AHAC

ORDINANCE: 1964

AN ORDINANCE AMENDING AFFORDABLE HOUSING ADVISORY COMMITTEE TERM PROVISIONS AND REGULATIONS; PROVIDING FOR AMENDMENT OF SECTION 32-18 OF THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AMENDING SECTION 32-18 OF THE CODE OF ORDINANCES.

Sec. 32-18. – Affordable Housing Advisory Committee.

1. The Crestview Affordable Housing Advisory Committee, hereinafter referred to as the committee, shall consist of 8 members, as stipulated in Section 420.9076, Florida Statutes.
    1. The term of office for each member shall be three years, except that the first four members appointed shall initially serve a term of two years.
    2. The term of office for the appointed City Council member shall conclude coincidentally with their council term or shall otherwise be at the discretion of the City Council.
    3. Terms of office shall commence on the first day of April of the year in which appointed, unless otherwise provided by City Council.
    4. Successors appointed prior to completion of a term shall serve only for the remainder of the term they are succeeding.
    5. Successors appointed to fill a vacancy shall serve only for the remainder of the term that was left vacant.
    6. In no case shall terms automatically extend or additional terms be granted to a commissioner without action by the City Council.
2. The committee shall serve in an advisory capacity, perform the required functions, and operate as stipulated in Section 420.9076, Florida Statutes.
3. Appointment of individuals to the committee shall be by resolution of the city council.
4. Members shall initially serve for three-year terms and may be reappointed for subsequent terms.
5. A simple majority of the membership of the committee shall be required to conduct official business.
6. Committee meetings shall be publicly noticed in a newspaper of general circulation.
7. Meetings shall be held ~~annually~~in accordance with the requirements of Section 420.9076, Florida Statutes. Additional meetings may be called as needed to conduct necessary business.

Administrative support for the committee shall be provided by the Community Development Services Department and City Clerk's office, as applicable.

SECTION 3 – AUTHORITY. The authority for enactment of this ordinance is section 166.021 and 420.9076, Florida Statutes and Section 2 of the City Charter.

SECTION 4 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not

affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of February, 2023.

ATTEST:

_____
Maryanne Schrader
City Clerk

Approved by me this 26th day of February, 2023.

_____
J. B. Whitten
Mayor

ORDINANCE NO. 1964

AN ORDINANCE AMENDING AFFORDABLE HOUSING ADVISORY COMMITTEE TERM PROVISIONS AND REGULATIONS; PROVIDING FOR AMENDMENT OF SECTION 32-18 OF THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AMENDING SECTION 32-18 OF THE CODE OF ORDINANCES.

Sec. 32-18. – Affordable Housing Advisory Committee.

(a) The Crestview Affordable Housing Advisory Committee, hereinafter referred to as the committee, shall consist of 8 members, as stipulated in Section 420.9076, Florida Statutes.

(1) The term of office for each member shall be three years, except that the first four members appointed shall initially serve a term of two years.

(2) The term of office for the appointed City Council member shall conclude coincidentally with their council term or shall otherwise be at the discretion of the City Council.

(3) Terms of office shall commence on the first day of April of the year in which appointed, unless otherwise provided by City Council.

(4) Successors appointed prior to completion of a term shall serve only for the remainder of the term they are succeeding.

(5) Successors appointed to fill a vacancy shall serve only for the remainder of the term that was left vacant.

~~(b)~~(6) In no case shall terms automatically extend or additional terms be granted to a commissioner without action by the City Council.

~~(c)~~(b) The committee shall serve in an advisory capacity, perform the required functions, and operate as stipulated in Section 420.9076, Florida Statutes.

~~(d)~~(c) Appointment of individuals to the committee shall be by resolution of the city council.

~~(e)~~(d) Members shall initially serve for three-year terms and may be reappointed for subsequent terms.

~~(f)~~(e) A simple majority of the membership of the committee shall be required to conduct official business.

~~(g)~~(f) Committee meetings shall be publicly noticed in a newspaper of general circulation.

~~(h)~~(g) Meetings shall be held ~~annually~~in accordance with the requirements of Section 420.9076, Florida Statutes. Additional meetings may be called as needed to conduct necessary business.

~~(i)~~(h) Administrative support for the committee shall be provided by the Community Development Services Department and City Clerk's office, as applicable.

SECTION 3 – AUTHORITY. The authority for enactment of this ordinance is section 166.021 and 420.9076, Florida Statutes and Section 2 of the City Charter.

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

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of February, 2023.

ATTEST:

_____
Maryanne Schrader
City Clerk

Approved by me this 26th day of February, 2023.

_____
J. B. Whitten
Mayor

CITY OF CRESTVIEW Item # 9.1.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
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, CDS Planning Administrator
DATE:	2/22/2024
SUBJECT:	Resolution 24-3 - Annexation Moratorium Extension

BACKGROUND:

Voluntary Annexation is the process of incorporating property, at the owners' request, into a City's jurisdictional boundary. The State has a number of requirements on the land that can be annexed, these include contiguity to the City's boundary line, compactness and service availability timelines.

DISCUSSION:

Previous fee moratoriums have proven to be successful at creating an opportunity for property owners to annex into the City. It provided unique opportunities to annex properties into the City that then developed or are planning to develop their properties. It also provided an opportunity to clean up some of the multiple enclaves that exist. Staff would like to provide this opportunity again.

For this iteration of the moratorium, staff has included a geographic boundary within which the moratorium will be effective.

Potential increases in annual tax base revenue streams can serve to curtail any initial "out-of-pocket" expenditure from the City in its provision of staff time and Ad placement.

This is the same request as the previous successful waivers.

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.

Communication – To engage, inform and educate public and staff.

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

FINANCIAL IMPACT

Financial impact is dependent upon the number of voluntary annexation applications submitted within the specified moratorium time frame.

Staff review indicated approximately 10 hours of staff time required for each annexation, and the cost of public notice, which could total approximately $1,000.00. When considering the benefits of annexation and the potential tax revenue, especially in areas where City services are currently available, the return on initial investment could be seen as soon as the first year following the annexation.

The successful annexation of this property will have positive future impacts, including ad valorem revenue based on future taxable assessed value, development and building permit fees, and utility usage fees.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution 2024-3.

Attachments

None

RESOLUTION: 2024- 3

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING THE COMPREHENSIVE FEE SCHEDULE, PROVIDING FOR A TWELVE-MONTH WAIVER PERIOD FOR THE COLLECTION OF ANNEXATION APPLICATION FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the imposition of voluntary annexation application fees is a product of the City of Crestview's home rule power; and

WHEREAS, the City Council of the City of Crestview finds that the collection of voluntary annexation application fees is an important measure which ensures that staff time and the necessary Public Notices are provided for in an equitable manner; and

WHEREAS, the City Council of the City of Crestview finds that voluntary annexation into the City is both a benefit to the applicant and to the Citizens of Crestview; and

WHEREAS, the City Council of the City of Crestview finds that the current voluntary annexation application fee may be over burdensome on those citizens wishing to be annexed into the City; and

WHEREAS, the City Council of the City of Crestview finds that a twelve-month waiver of the collection of voluntary annexation application fees will continue to provide an opportunity for applicants to annex their properties into the City of Crestview without the burden of the fee.

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

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

SECTION 2. That the Comprehensive Fee Schedule; Planning and Zoning; Local Planning application, administrative and processing fees, is hereby amended to read as follows:

Voluntary annexation into the city	50 acres or less: $1,200.00 includes comp plan amendment and rezoning. More than 50 acres: $1,200.00 plus $10 per acre or fraction thereof – includes comp plan amendment and rezoning. All costs included.	Resolution 2024-3 Moratorium effective for 12 months beginning March 1, 2024 and ending on February 28, 2025, applicable in the geographic area bounded on each side by the following: South - Shoal River East - Shoal River West: Yellow River North: The north section line of the following: Sections 5 and 6, Township 3N, Range 22W; Sections 1 through 6, inclusive, Township 3N, Range 23W; and Sections 1 and 2, Township 3N, Range 24W.

	The waiver shall be applied to all applicable Annexation, Comprehensive Plan Amendment, and Zoning Change applications, being annexed into the City of Crestview. This fee waiver is only applicable to those applications for annexation as described above and shall not be applied to Comprehensive Plan Amendments or Zoning Change applications absent an annexation application for the same property(s). The waiver shall not be applied retroactively to any application for annexation, nor shall it apply to any annexation application that was voluntarily cancelled within 180 days of the effective date of this section.

SECTION 3 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this resolution or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this resolution which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this resolution are declared severable.

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

SECTION 5 - EFFECTIVE DATE. This resolution shall become effective March 1, 2024.

PASSED AND ADOPTED IN REGULAR SESSION THIS 26th DAY OF FEBRUARY, 2024.

APPROVED:

_____
J. B. Whitten
Mayor

ATTEST:

_____
Maryanne Schrader
City Clerk

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
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, CDS Planning Administrator
DATE:	2/22/2024
SUBJECT:	Resolution 24-4 Affordable Housing Advisory Committee Appointment

BACKGROUND:

Last year, the City of Crestview took the various steps necessary to adopt provisions in our Code of Ordinances that allows us to receive and administer funds for affordable housing through the State Housing Initiaives Partnership (SHIP) Program. Part of this process requires the municipality to form an Affordable Housing Advisory Committee (AHAC), whose composition and general responsibilities are governed by State Statute.

DISCUSSION:

Per Section 420.9076 of State Statute, the Affordable Housing Advisory Committee must consist of at least 8 and not more than 11 members, with one being a locally elected official, and one representative from at least six of the below categories:

(a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
(b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
(c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
(d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
(e) A citizen who is actively engaged as a for-profit provider of affordable housing.
(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
(h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
(i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
(j) A citizen who represents employers within the jurisdiction.
(k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Per statute, the committee is generally required to analyze the City's Local Housing Assistance Plan (LHAP) to consider adoption of additional Affordable Housing Incentive Strategies enumerated in Section 420.9076(4), as well as generally analyze the City's adopted plans, codes, policies and procedures for impediments to development of affordable housing. Due to the City receiving the minimum allocation under the SHIP program, we are only required to convene the board one time for this analysis, rather than on an annual basis. The

prospective date for that meeting will be preceding the second March City Council meeting, on March 25th at 5:00 pm.

Previously, Councilmember R. Bullard expressed interest in serving on this committee, and has been included in the appointment accordingly.

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

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

The appointment of this committee will allow the necessary functions in statute to be completed, ensuring future availability of SHIP funds for affordable housing.

RECOMMENDED ACTION

Staff respectfully requests a motion adopting Resolution 24-4.

Attachments

None

RESOLUTION: 2024- 4

A RESOLUTION APPOINTING MEMBERS OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AUTHORITY. The authority for enactment of this resolution is section 420.9076, Florida Statutes, and Section 32-18 of the Code of Ordinances.

SECTION 2 – AFFORDABLE HOUSING ADVISORY COMMITTEE MEMBER APPOINTMENT. The members of the affordable housing advisory committee are hereby appointed as follows:

Name	Representative Category	Term
Ryan Bullard	Elected Official	3/1/24 – 4/1/26
Nitsi Bennett	Citizen engaged in residential home building industry	3/1/24 – 4/1/26
Derek Lott	Citizen engaged in the banking or mortgage banking industry	3/1/24 – 4/1/26
Doug Shepheard	Citizen representative of those areas of labor engaged in home building	3/1/24 – 4/1/26
Cecil Williams	Citizen engaged in as a not-for-profit provider of affordable housing	3/1/24 – 4/1/27
Shannon Hayes	Citizen actively serving on the LPA	3/1/24 – 4/1/27
Alex Barthe	Citizen representing employers within the jurisdiction	3/1/24 – 4/1/27
Josh Vargason	Citizen representing essential services personnel	3/1/24 – 4/1/27

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 26th day of February, 2024.

ATTEST:

_____
Maryanne Schrader
City Clerk

Approved by me this 26th day of February, 2024.

_____
J. B. Whitten
Mayor

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Wayne Steele, Director of Operations, Carlos Jones, Assistant Director
DATE:	2/22/2024
SUBJECT:	Water Tower Site on Old Bethel Road

BACKGROUND:

Live Oak Fiber bought a parcel of land off Old Bethel road for their utility controller. The County denied their ROW permit due to property acquisition issues with the Old Bethel Road 4 laning project. They approached the City to purchase land off Sioux Circle but were not able to secure a location. An easement within the Sioux Circle ROW was not possible due to traffic and intersection visibility concerns. A final option of using the Water Tower site on Old Bethel was discussed as an alternative.

DISCUSSION:

The request is to approve the easement for Live Oak Fiber to construct a control panel and generator on the Water Tower #5 site.

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

There is no financial impact.

RECOMMENDED ACTION

Staff respectfully requests a motion that the City Council approve the Water Tower Site easement for Old Bethel Road.

Attachments

1. City of Crestview Easement Request Nov 2023
2. CRV4 Final Site Survey
3. CRV-4 Site plan

This instrument prepared by:
C. Jeffrey McInnis, Esq.
Anchors Smith Grimsley, PLC
909 Mar Walt Drive, Ste 1014
Fort Walton Beach, FL 32547
850-863-4064

CITY OF CRESTVIEW, PUBLIC SERVICES DEPARTMENT EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that **THE CITY OF CRESTVIEW, FLORIDA**, a Florida Municipal Corporation ("Grantor"), whose address is 715 North Ferdon Blvd, Crestview, Florida 32536 for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration in hand paid by **LIVEOAK FIBER, LLC, a Delaware limited liability company** ("Grantee"), whose post office address is 808 Gloucester Street, Brunswick, Georgia, 31520, the receipt whereof is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, a perpetual easement with and for the right of installing, maintaining, replacing, adding and operating it's communications equipment together with ancillary facilities and equipment related thereto, including but not limited to wires, cables, conduits, pipes, utility cabinet/hut structures, emergency power generators, fences, screening, and electric, fiber, gas and other utility connections to provide internet services to the surrounding area and uses incidental thereto, over, under and across the following described property in Okaloosa County, Florida, to wit:

LEGAL DESCRIPTION:

A PORTION OF THE PARCEL DESCRIPTION IN OR BK 2792, PG. 4811, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE S-88°33'10"-E ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 2511.87 FEET; THENCE S-02°59'58"-W A DISTANCE OF 305.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD BETHEL ROAD (66 FT R/W); THENCE N-88°12'47"-W A DISTANCE OF 335.74 FEET; THENCE S-02°16'59"-W A DISTANCE PF 146.20 FEET; THENCE CONTINUE S-02°16'59"-W A DISTANCE OF 94.02 FEET TO THE POINT OF BEGINNING; THENCE N-88°14'59"-W A DISTANCE OF 0.96 FEET TO A POINT 0.2 FEET EAST OF A CHAIN LINK FENCE; THENCE S-32°56'00"-E ALONG SAID FENCE AND 0.2 FEET EAST OF SAID FENCE A DISTANCE OF 16.11 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF OLD BETHEL ROAD (66 FT R/W); THENCE N-54°14'54"-E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 21.76 FEET; THENCE N-88°35'05"-W A DISTANCE OF 25.42 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 175.032 SQ. FT.

TO HAVE AND TO HOLD the said easement and right-of-way hereinabove granted to the said Grantee, its successors, and assigns, subject to the conditions herein, forever for the use and purpose aforesaid and for no other purpose.

In the event that the Grantee, or its successors or assigns should cease using the easement area for the purposes described herein, then this easement shall immediately become null and void and the Grantee, its successors and assigns shall have no further right, title or interest in and to the subject parcel.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2023.

[REMAINDER OF PAGE BLANK – SIGNATURE PAGES ON FOLLOWING PAGES]

Signed, sealed and delivered
in the presence of:

City of Crestview, Florida,
a municipal corporation

Sign: _____

By: _____
NAME
TITLE

Print: _____

Sign: _____

Print: _____

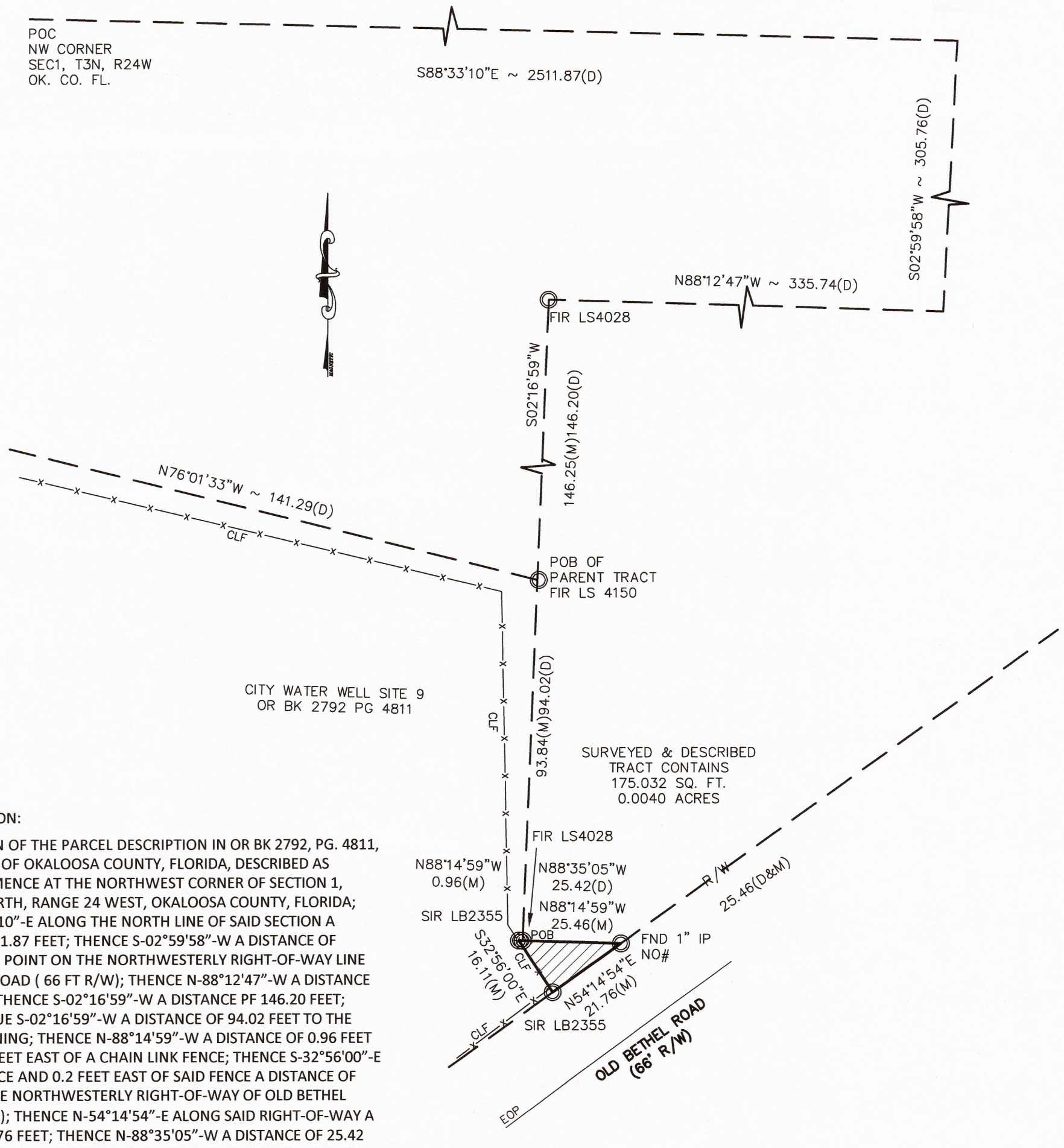
STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization this ____ day of _____ 2023 by _____. He/she is personally known to me or has produced _____ as identification.

_____
SIGNATURE OF NOTARY PUBLIC

SEAL:

_____
PRINTED NAME OF NOTARY PUBLIC
My Commission Expires: _____



LEGAL DESCRIPTION:

A PORTION OF THE PARCEL DESCRIPTION IN OR BK 2792, PG. 4811, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE S-88°33'10"-E ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 2511.87 FEET; THENCE S-02°59'58"-W A DISTANCE OF 305.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD BETHEL ROAD (66 FT R/W); THENCE N-88°12'47"-W A DISTANCE OF 335.74 FEET; THENCE S-02°16'59"-W A DISTANCE PF 146.20 FEET; THENCE CONTINUE S-02°16'59"-W A DISTANCE OF 94.02 FEET TO THE POINT OF BEGINNING; THENCE N-88°14'59"-W A DISTANCE OF 0.96 FEET TO A POINT 0.2 FEET EAST OF A CHAIN LINK FENCE; THENCE S-32°56'00"-E ALONG SAID FENCE AND 0.2 FEET EAST OF SAID FENCE A DISTANCE OF 16.11 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF OLD BETHEL ROAD (66 FT R/W); THENCE N-54°14'54"-E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 21.76 FEET; THENCE N-88°35'05"-W A DISTANCE OF 25.42 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 175.032 SQ. FT.

LEGEND

FND = FOUND
FMN = FOUND MAZE NAIL
FIR = FOUND IRON ROD
FIP = FOUND IRON PIPE
F N&D = FOUND NAIL & DISC
TYP = TYPICAL
ELEV = ELEVATION
CL = CENTERLINE

R/W = RIGHT OF WAY
CLF = CHAIN LINK FENCE
WPF = WOOD PRIVACY FENCE
D/U = DRAINAGE & UTILITY
PB = PLAT BOOK
ESMT = EASEMENT
EOP = EDGE OF PAVING
BC = BACK OF CURB
PP = POWER POLE
OHL = OVERHEAD LINES
FFE = FINISHED FLOOR ELEVATION

LS = LAND SURVEYOR NUMBER
LB = LAND SURVEY BUSINESS NUMBER
COE = CORPS OF ENGINEERS
MHW = MEAN HIGH WATER LINE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POL = POINT ON LINE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVE
BSL = BUILDING SETBACK LINE
RC = RESTRICTIVE COVENANTS

PI = POINT OF INTERSECTION
(P) OR (PLAT) = PLATTED
(D) OR (DESC) = DESCRIPTION
(M) OR (MEAS) = MEASURED
OR BOOK = OFFICIAL RECORDS BOOK
PCP = PERMANENT CONTROL POINT
PRM = PERMANENT REFERENCE MONUMENT
NAVD = NORTH AMERICAN VERTICAL DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
DOT = DEPARTMENT OF TRANSPORTATION
DEP = DEPARTMENT OF ENVIRONMENTAL PROTECTION

UNLESS OTHERWISE NOTED ALL IRON RODS ARE 1/2" DIAMETER

SOURCE OF DESCRIPTION: OR BK 2792 PG 4811

BASIS OF BEARINGS: S-02°16'59"-W ON MONUMENTED EAST PROPERTY LINE

DESCRIPTION: per above

OKALOOSA COUNTY, FLORIDA

SECTION 1 TOWNSHIP 3N RANGE 24W RECORDED BOOK PAGE

OBVIOUS ENCROACHMENTS: NONE

UNDERGROUND ENCROACHMENTS (NOT LOCATED)

SCALE 1"=30 SURVEY DATE 10-24-2023

ORDERED BY: ASG

F.B. F.C. PG W.O. 2023-0793

TYPE OF SURVEY: BOUNDARY

PURPOSE: N/A

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE OF THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.
(5J-17 .050 - .052 F.A.C.)

Edward E Rice

EDWARD E. RICE LS3420

RECERTIFIED DATE _____ W.O. _____

ORDERED BY _____

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

CAD - 0 -
01 3N 24W
WORKING

PANHANDLE ASSOCIATES INC.
701-A EDGE STREET, FORT WALTON BEACH, FLORIDA 32547 (850) 864-1968 LAND SURVEYING BUSINESS LICENSE NO. 2355

LIVE OAK SITE NAME: CRVWFLOB
LIVE OAK ZONE NAME: CRV4
HOMES PASSED IN ZONE: 4840
CABINET #1: CRVWFLOB-01

PROPERTY LINE:
106 BULLOCK BLVD

PAD ELEVATION NOTE:
ENSURE THAT BOTTOM OF PAD IS MINIMUM 6" ABOVE LOWEST POINT WITHIN EASEMENT AND SLOPE SITE AWAY FROM PAD.

GENERAL NOTES:
1. THE PLANS SHOWN REPRESENT A GENERALIZED LAYOUT THAT IS SUBJECT TO CHANGE AFTER SITE SURVEY HAS BEEN COMPLETED
2. A 250 GALLON LIQUID PROPANE TANK AND STANDBY GENERATOR WILL BE NECESSARY FOR EMERGENCY POWER AT THIS SITE
3. INSIDE THE EASEMENT WILL BE ELECTRICAL AND GAS LINES TO BE BURIED AS NEEDED AT THE APPROPRIATE DEPTH.
4. EASEMENT TO BE SECURED BY CYCLONE FENCING AND UNDER LOCK AT ALL TIMES
5. MEASUREMENTS CAN BE TAKEN FROM THE SURVEY STAKES IN THE EVENT FENCE IS NOT IN PLACE.

INSPECTION PORT

#2 GROUND WIRE

PROPOSED: CRVWFLOB-HH00
PLACE (1) 30"x48"x36" HANDHOLE FOR PULL THROUGH AND FIBER LOOP STORAGE NEXT TO NEW CABINET.

PROPOSED CABINET: CRVWFLOB-01
TELCO CABINET PRODUCT #AM78F-6042-84RU-CX MANUFACTURED BY AMERICAN PRODUCTS LLC

CABINET GROUNDING:
GROUND CABINET UTILIZING THE BUSS BAR INSIDE

TO PROP. VAULT

HH

CAB

FRONT

PROPOSED GENERATOR:
22KW LP STANDBY GENERATOR FOR EMERGENCY POWER

GENERATOR GROUNDING:
THE GENERATOR IS GROUNDED THROUGH THE ELECTRICAL CONNECTION PANEL WHICH IS GROUNDED TO THE ATS. THERE IS NO EXTERNAL GROUND ON THE GENERATOR.

PROPOSED CONDUIT CONNECTIONS:
HH TO CABINET (4) 3" HDPE = 15'
H-FRAME TO CABINET (1) 1" HDPE = 29'
H-FRAME TO CABINET (1) 2" HDPE = 30'
H-FRAME TO GENERATOR (1) 2" HDPE = 34'
GENERATOR TO CABINET (1) 1" HDPE = 24'
GENERATOR TO CABINET (1) 2" HDPE = 19'
GENERATOR TO LP (1) 2" HDPE = 24'

CONDUIT STUBS:
LENGTH INCLUDES 12" OF STUB CONDUIT ABOVE GROUND IN LOCATIONS DEPICTED.

FRONT GATE 12' TYP.

LIMESTONE BASE

LIMESTONE GRAVEL BASE:
USE #57 CRUSHED LIMESTONE WITH A MESH UNDERLAYMENT FOR BASE OF 20'X20' EASEMENT SPREAD EVENLY TO A DEPTH NO LESS THAN 3 INCHES AND NO MORE THAN 6 INCHES.

#2 GROUND WIRE

#2 GROUND WIRE

ATS

TO POWER POLE

10' MINIMUM SAFETY CLEARANCE

PROPOSED:
APPROX. 3.5'x9' CONCRETE PAD WITH 250 GALLON LIQUID PROPANE TANK TYP.

250 GAL TANK

PROPOSED H-FRAME:
H-FRAME TYP. WITH POWER METER & (1) AUTOMATIC TRANSFER SWITCH, (1) 200 AMP 240 2 POLE COMMERCIAL ELECTRIC SERVICE

H-FRAME GROUNDING:
GROUND H-FRAME AND AUTOMATIC TRANSFER SWITCH

PROPOSED:
20'x20' UTILITY EASEMENT FOR USE BY LIVE OAK FOR FIBER DISTRIBUTION, ENCLOSED BY 6' CYCLONE SECURITY FENCING WITH 3-STRAND BARBED WIRE ON TOP

#2 GROUND WIRE

INSPECTION PORT
OLDCASTLE
#0701111 708-09
(8) UNITS

GROUNDING NOTE:
GROUND ALL (4) FOUR CORNER POSTS OF SECURITY FENCING TO SITE GROUND RING.

ADDITIONAL INFORMATION:
SEE FOLLOWING SHEETS FOR TYP. DETAILS

SITE DETAIL

CONFIDENTIALITY INFORMATION
Confidential, Trade Secret, and Proprietary Information, Do Not Disseminate.
THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION AND IS PROPERTY OF LIVE OAK FIBER. RELEASE OR DISTRIBUTION OF THIS DOCUMENT IN ANY FORM TO ANYONE WITHOUT WRITTEN CONSENT FROM LIVE OAK FIBER IS STRICTLY PROHIBITED.

	BY:	DATE:	NOTES:
REV 1:			
REV 2:			
AS BUILTS:			
PERMITTING AGENCY:			

811 Know what's below.

PROJECT: LIVE OAK FIBER CAB PROPOSAL
SHEET: 3 OF 17
WO #: N/A
PROJECT SITE: CRVWFLOB
DATE: 06/09/23
CONTRACTOR: SOURCEONE
SCALE:

CITY OF CRESTVIEW Item # 10.2.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
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, CDS Planning Administrator
DATE:	2/22/2024
SUBJECT:	Rayburn Street Apartments Traffic MOU

BACKGROUND:

Staff received the initial application submittal for the Rayburn Street Apartments project, a 10-unit apartment complex, at the end of N. Rayburn Street, directly north of the railroad tracks, on October 26, 2023. For commercial projects, Public Services staff reviews each project's traffic study or report, and any transportation related improvements proposed, to determine what improvements or contributions need to be made by the developer resulting from the impact of their proposed development, via a Memorandum of Understanding (MOU).

DISCUSSION:

For the Rayburn Street Apartments project, Public Services staff reviewed the traffic study provided, resulting in the attached MOU. In this specific case, the MOU provides for the developer to participate in costs not to exceed the total amount of $3,800.00 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. Traffic Memorandum of Understanding - Rayburn Street Apartments

MEMORANDUM OF UNDERSTANDING

January 5, 2024

Subject: **Rayburn Street Apartments**
City of Crestview, Florida & D.R. Mathis Construction, Inc.

Based upon the City of Crestview Engineering Standards Manual Chapter 5.1, this Memorandum of Understanding is in reference to the proposed **Rayburn Street Apartments** 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 **$3,800.00** 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

BY: J.B. Whitten, Mayor

Maryanne Schrader, City Clerk

D.R. Mathis Construction, Inc.

BY: Robert Mathis

CITY OF CRESTVIEW Item # 10.3.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Stephen McCosker, Police Chief, Brian McCallum, Major
DATE:	2/22/2024
SUBJECT:	Approval to Spend Forfeiture Funds

BACKGROUND:

The Florida Contraband Forfeiture Act allows law enforcement to seize certain property. If the seizing agency is a municipality, the proceeds are deposited in a special law enforcement trust fund established by the governing body of the municipality. Section 932.705(4)(a). The appropriate use of those funds must be approved by the governing board.

DISCUSSION:

The City of Crestview Police Department is planning its Annual Community Unity Flashlight Walk. The Community Unity Flashlight Walk is an opportunity for the community to come together for a time of fellowship, partnership, and a demonstration of unity in our community. The flashlight portion of the walk is symbolic of our community uniting to place a light on crime and the perception of crime for the purpose of fostering crime reporting and safe neighborhoods. The walk will be held on February 24, 2024, gathering at 5:45 p.m. with a start and end location of Crestview City Hall. The walk will be a total of 1.2 miles between Wilson Street and Main Street.

The Police Department requests to utilize $5,000.00 from the Federal Forfeiture Fund, which currently has $26,025.24. This request will reimburse the Crestview Citizens Police Academy Alumni for supplies, food and miscellaneous items purchased for the Community Unity Flashlight Walk and other programs. This request will also ensure the success of future events and community programs.

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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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

Currently, there is $26,025.24 in the Federal Forfeiture Fund. To ensure the success of this event and future events and community programs, the police department would like to utilize $5,000.00 from the Federal Forfeiture account to buy supplies, food and miscellaneous items. This request complies with the requirements of Section 932.7055 (5), Florida Statutes.

RECOMMENDED ACTION

Staff respectively request that the City Council approve the request to utilize $5,000.00 from the Federal Forfeiture Fund for the Community Unity Flashlight Walk and other programs.

Attachments

None

CITY OF CRESTVIEW Item # 10.4.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jessica Leavins, Administrative Services Director
DATE:	2/22/2024
SUBJECT:	Purchase of additional Cartegraph domains

BACKGROUND:

In June 2023 the City of Crestview completed the RFP process and purchased Cartegraph as our computerized maintenance management software(CMMS). This purchase included modules to track assets in our Water, Sewer, Streets, Stormwater, and Fleet divisions.

Our wastewater treatment plant, currently managed by Jacobs Engineering, utilizes a standalone CMMS - Maintenance Connection. The data tracked inside this software is only available to employees of the subcontractor. The lack of data transfer between the city and the contractor has created an issue when developing long-range plans for the facility.

Currently, the City of Crestview does not have a software solution for managing our facility and recreation-based assets.

DISCUSSION:

After implementing the water, sewer, streets, and fleet modules, it was identified that it would be beneficial to implement additional Cartegraph modules for facilities, parks, and wastewater treatment.

This solution will provide transparent preventive maintenance schedules for our facilities and recreational assets in order to lengthen their lifespan, improve communication and tracking by providing automated work order processes and capture data to assist in the decision-making process specific to where and when maintenance dollars should be spent.

GOALS & OBJECTIVES

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

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

Infrastructure- Satisfy current and future infrastructure needs

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The purchase of the additional domains for facilities, parks, and wastewater treatment includes $49,450 for training and implementation, listed on the proposal as professional services, and a yearly software subscription fee of $33,320.

This expense will be funded through both the general fund and the wastewater treatment fund and is available in the current year's budget.

RECOMMENDED ACTION

Staff respectfully requests the City Council approve the purchase and the Mayor to sign the contract with OpenGov.

Attachments

1. City of Crestview FL_SOW_PS-05585_v1_2.14.2024 (1)

Statement of Work

City of Crestview, FL

Creation Date: 2.14.2024
Document Number: PS-05585
Version Number: 1
Created by: Jennifer Nordin

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1. Overview and Approach

1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Crestview, FL ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Enterprise Asset Management as defined in the OpenGov Responsibilities section of this document (Section 2.5). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Enterprise Asset Management solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2) , and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.
Per

A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
B. Individual software modules are configured based on discussions between OpenGov and Customer.
C. Enterprise Asset Management
    i. OpenGov will provide all services remotely via audio; video; and web conferences unless otherwise noted.
    ii. OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
    iii. OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.
    iv. OpenGov assumes that the customer accepts EAM upon the completion of the go-live event
    v. If a non-API integration is included in scope, Customer is responsible for engaging third party vendor to obtain data, configuration, and/or third party integration support.
    vi. If an API integration is included in scope, Customer is responsible for providing access to a test instance of the third party API including a URL, authentication credentials, and relevant documentation.
    vii. OpenGov best practice is to not exceed tested limits of the product.

2.4. Exclusions

The following service items are not included in the scope of this project:

A. Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed in Appendix B.

B. Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed in Appendix B.
C. Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed in Appendix B.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
B. maintain project communications through your Project Manager;
C. establish documentation and procedural standards for deliverable Materials; and
D. Collaborate with your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
B. work with your Project Manager to address and resolve deviations from the project plan;
C. conduct regularly scheduled project status meetings; and
D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:
This is an on-going activity which will be considered complete at the end of the Services contract.

Deliverable Materials:

- Weekly status reports

- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

A. Customer Entity configuration
B. System Administrators creation
C. Solution Blueprint creation
D. Data Validation strategy confirmation

Completion Criteria:
This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Domains

OpenGov will provide the following:
Enterprise Asset Management Domains

A. Facilities
B. Wastewater Treatment
C. Parks and recreation

Completion Criteria:
This activity will be considered complete when:

- Instance setup is completed
- Requirements Gathering is completed
- Start up Data is loaded
- Asset Installation is completed
- Data conversion is completed

Deliverable Materials:

- Formal sign off document

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Software training is delivered

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-2: Project Change Control Procedure.

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
B. serve as the interface between OpenGov and all your departments participating in the project;
C. administer the Project Change Control Procedure with the Project Manager;
D. participate in project status meetings;
E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
F. resolve deviations from the estimated schedule, which may be caused by you;
G. help resolve project issues and escalate issues within your organization, as necessary; and
H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the services in Appendix B as listed, if any; or
B. The End date is reached

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of nine months after project kick off ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.9. IIIlustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Enterprise Asset Management Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Integrations / Conversions				■	■	■			
Enterprise Asset Managment	Define and Plan	■							
	Design		■	■					
	Build and Test				■	■			
	Deliver						■	■	
GoLive Support	Hypercare								■
Timeline is dependent on the number of phases and other factors. Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.									

2.10. Offer Expiration Date

This offer will expire on May 14, 2024 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
    - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
    - Executives may be called upon to clarify expectations and/or resolve confusion.
    - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process**:
    - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
        - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
        - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
        - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
        - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
    - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
    - Timeline for completion
    - Sign off process
    - Cost of change and Invoice timing
    - Amending the SOW to correct an error.

- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
    - Professional Services to the customer could be stopped;
    - Delay to any agreed timelines; or
    - Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

Setup

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OpenGov Asset Management integration. Guidance will be geared towards OpenGov Asset Management/Esri integration functionality and requirements.
- Setup the OpenGov Asset Management Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Requirements Gathering

OpenGov will

- Provide a remote, up to twelve (12) hours,requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to your implementation.

Configurations

OpenGov will:

- Provide configuration services, including:
    - Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
    - Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
    - Up to twenty (20) automations
    - Up to twenty (20) preventative maintenance plans

Training

OpenGov will:

<u>Foundational Training</u>

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
    - Dashboards
    - Standard KPI/ROI Gadgets

- Logins/Permission
- Layers
- Filters
- Maps
- Grids
- System Navigation
- Views (List & Detail)
- Standard Reports
- Attachments
- Requests, Work, Assets, Resources, Reports, and Administrator Tabs

- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.

- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.

- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.

- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:
  - OpenGov Asset Management Esri integration configuration options
  - Integration functionality (basemap and feature)
  - Overall Esri integration requirements, considerations, and OpenGov recommended best practices

<u>Train the Trainer Training Event</u>

- Provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and your project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
  - Request Management:
    - Requests
    - Requesters
    - Task Creation from Requests
    - Issue library (including settings such as Applies to Asset and Non-Location)
    - OpenGov recommended best practices for Request and Requester Management
  - Work Management:
    - Create Task(s)(Asset/Non-Asset)
    - Assignments (Add, Edit, Remove)
    - Task Menu Actions
    - Related Work Items
    - Create Work Order
    - Associate Task to WO
    - Repeat Work Orders
    - Work Order Menu Actions
    - Enter Resources
    - Timesheets
    - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
    - OpenGov recommended best practices for Work Management

- Asset Management:
  - Asset Details
  - Preventative Maintenance Plans
  - Inspections
  - Linked assets (if applicable)
  - Container/Component Relationships (if applicable)
  - OpenGov recommended best practices for Asset Management
- Resource Management:
  - Resource Details
  - Labor/Equipment Rates
  - Material Management (Stock, Usage, Adjustments)
  - Vendor Price Quotes
  - OpenGov recommended best practices for Resource Management
- OpenGov Mobile:
  - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
  - Work Management
    - Create and Update Tasks (Asset/Non-Asset)
    - Assign Tasks
    - Enter Resources
    - Inspections
  - Asset Management
    - Create and Update Assets
  - Request Management
    - View and Update Requests
    - View Requester information
    - Create Task from Request
  - OpenGov recommended best practices for mobile device use
- Administrator:
  - Administrator:
    - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
  - Settings:
    - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
  - Manager:
    - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation
    - Manager

<u>Advanced Training Topics:</u>

- Provide **Preventative Maintenance Plans** remote train-the-trainer training, up to three (3) hours. Training topics include:
  - Preventative Maintenance
  - OpenGov recommended best practices for proactive asset management
- Provide **Advanced Inspections**, **Asset Condition Manager,** and **Asset Risk** remote train-the-trainer training, up to four (4) hours. Training topics include:
  - Performance Management
    - Prediction Groups
    - Minimum Condition Groups

        - Activities and Impacts
        - Criticality Factor
        - Install/Replaced Dates
    - Business Risk Exposure
        - Risk
        - Consequence of Failure
        - Probability of Failure
    - OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide **Internal Request** remote train-the-trainer training, up to two (2) hours. Training topics include:
    - Internal Requests
        - Users
        - Views
        - Issue Library settings and management
    - OpenGov recommended best practices for advanced request management
- Provide **Scenario Builder overview** remote train-the-trainer training, up to four (4) hours. Training topics include:
    - Scenario Builder
        - Settings:
            - Prediction Groups
            - Minimum Condition Groups
            - Activities and Impacts
            - Criticality Factor
            - Install/Replaced Dates
        - Scenarios:
            - Planned Work
            - Map Control
            - Work Order Creation
            - Scenario Types
            - Plan Years and Budgets
            - Protocols
            - Data Exports
        - OpenGov recommended best practices for scenario builder

Go-Live Support

OpenGov will:

- Provide a remote, up to eight (8) hours, web conferences, to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and OpenGov's project managers. Topics may include any of the following:
    - Refresher training for items listed in the scope of work
    - Software and process support for staff during production roll out
    - Field, Layout, and Report configuration guidance, if applicable

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by your staff, OpenGov will load the data into your sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
    - Parent level asset records
    - Asset location (spatial x/y) attributes
    - Parent level resource (Labor, Equipment Material, Vendor) records
    - Resource Rate (Labor, Equipment, Material) records
    - Standard system libraries

- Provide service for your historical data listed below:
    - Maintenance Connection data related to: Assets, condition inspection history, attachments
    - For the custom data conversion service(s) listed above, OpenGov will provide:
        - A review of the historical data along with recommendations for OpenGov Asset Management best fit.
        - A field map workshop, which will identify where and how historical data will appear within OpenGov Asset Management
        - A test conversion service to facilitate data conversion validation and testing
        - One revision of the field map used for the test conversion service
        - A production conversion service utilizing the final, approved field map
    - All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.
    - Maximum historical record count:
        - Requests : 150,000
        - Tasks: 1,000,000
        - Overall Asset count: 2,000,000

Assets

OpenGov will:

- Provide installation and training on the following asset types:
    - Facilities (25)
        - Facility; Other Site Construction; Selective Building Demolition; Site Improvement; Site Preparation; Facility Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; HVAC; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Electrical Utilities; Site Mechanical Utilities; Spaces; Special Construction; Stairs; Superstructure
    - Wastewater Treatment Plant (36)
        - Wastewater Treatment Plant Blowers; Wastewater Treatment Plant Compressors; Wastewater Treatment Plant Conveyors; Wastewater Treatment Plant Electrical Generator; Wastewater Treatment Plant Facility; Wastewater Treatment Plant HVAC Equipment; Wastewater Treatment Plant Instrumentation; Wastewater Treatment Plant Motors; Wastewater Treatment Plant Presses; Wastewater Treatment Plant Processes; Wastewater Treatment Plant Pump; Wastewater Treatment Plant Screens; Wastewater Treatment Plant Structure; Wastewater Treatment Plant UV; Wastewater Treatment Plant Valves; Wastewater Treatment Plants; Wastewater Treatment Plant Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection;

Foundations; Furnishings; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Mechanical Issues; Special Construction; Stairs; Superstructure; Selective Building Demolition; Site Preparation; Site Improvement; Other Site Construction

- Parks and Recreation (10)
  - Athletic Space; Fence; Park; Park Structure; Playground Equipment; Bench; Landscape Area; Park Amenity; Playground; Tree

CITY OF CRESTVIEW Item # 10.5.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	2/22/2024
SUBJECT:	RAM Program that Offers Free Medical, Dental, and Optical Care

BACKGROUND:

Remote Area Medical (RAM) operates free pop-up clinics in communities that invite them. They offer free medical, dental, and optical screenings for those in need. This is a strictly volunteer-based event.

DISCUSSION:

Edward Mitchell has brought to our attention a program that he has been volunteering with for twenty years. He is requesting any kind of assistance that the City would be willing to provide, such as roadblocks or police officers to monitor the building. He is focusing on larger corporations for donations and would appreciate the City's support in bringing RAM to Crestview.

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

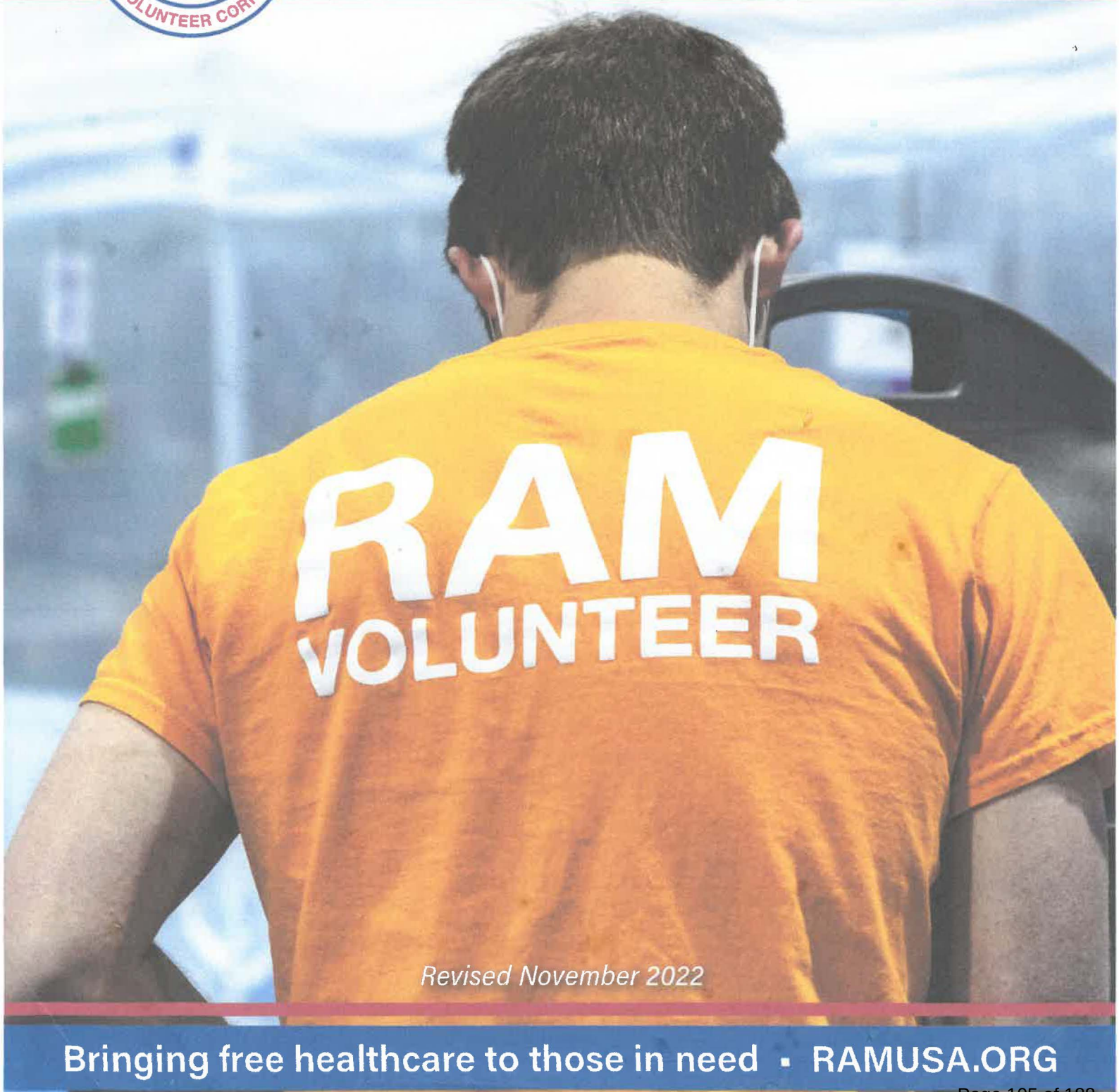
Staff respectfully requests a motion to provide assistance to the RAM program as able.

Attachments

1. RAM community Host group starter kit

COMMUNITY HOST GROUP STARTER KIT

Remote Area Medical - RAM®



Revised November 2022

Bringing free healthcare to those in need • RAMUSA.ORG

HOSTING A RAM CLINIC

Remote Area Medical only operates free, pop-up clinics in communities that have invited us.

Motivated community members, community leaders, and/or local nonprofits join together to host RAM clinics.

These compassionate coalitions for Community Host Groups (CHGs).

RAM encourages and works closely with the CHG team, who are key players in making clinics a success.

Members of CHG Leadership Team:

- Community Host Group Lead
- Recruitment Chair
- Hospitality Chair
- Promotions Chair

CHG Responsibilities:

- Provide CHG representatives
- Secure support from community
- Lead planning team
- Recruit volunteers, both professional and general support
- Ensure security for the event, including overnight parking lot
- Promote clinic
- Provide all hospitality services for CORE Volunteers, professional volunteers, and RAM Staff
- Provide food for ALL Volunteers during the event
- Work directly with RAM Headquarters; communicate regularly to set goals and creat CHG planning timeline guides
- Oversee all team activities and accomplishments
- Secure funds needed for the event
- Help to find and provide suitable facility for the event
- Arrange facility maintenance and traffic control during event

RECRUITMENT TEAM

Members of the CHG Recruitment Team help recruit volunteers, partners, and additional services to support the clinic.

Recruitment Responsibilities:

- Work with RAM's Volunteer Team to ensure you meet the minimum volunteer requirements
- Provide RAM's Volunteer Team with regular updates regarding recruitment efforts and results
- Recruit doctors for follow-up care after the clinic
- Examples include: Dry socket, dental infection, cataracts, and Pap Test Results
- Recruit Volunteers, including:
  - » Healthcare Professionals
    - *Dentists, oral surgeons, dental hygienists, dental assistants, optometrists, ophthalmologists, refraction techs, medical doctors, PAs, NPs, DOs, etc.*
  - » General Support Volunteers
    - *Unload supplies and equipment*
    - *Help with clinic set-up and breakdown*
    - *Throughout each clinic day*
    - *During the day and overnight in hte parking lot*
    - *Loading the trucks*
  - » When recruiting, ask volunteers to sigh up for a full day. Avoid scheduling shifts.

Children 14-17 years of age can volunteer but must be accompanied by a parent or guardian. No one under 18 is allowed to work alone in any clinic service area.

***All volunteers working in the dental services area must be certified in Bloodborne Pathogen (BBP) Training.*

HOSPITALITY TEAM

Members of the Hospitality Team secure and supervise lodging, food services, and hosting needs.

Hospitality Responsibilities:

- Secure resources and implement processes related to food and drink for volunteers
- Secure portable bathrooms and handwashing stations according to clinic demands and city regulations
- CHGs seek donated or discounted lodging in the surrounding area as a recruitment tool for professionals
- Secure lodging accomodations (minimum 15 rooms or 30 beds) for RAM Staff and CORE Volunteer leadership
  - » Clean, temperature-controlled lodging is required
  - » Cabins are acceptable
  - » Do not secure rooms in private homes
  - » Lodging should be within 30 minutes of the clinic site

FOOD SERVICES

Volunteers need ready access to healthy food and water every day their services are provided, including set-up and breakdown days.

Some Requirements:

- 25% of meals should be made up of vegeterian choices and clearly labeled appropriately
- Recruit Volunteers, including:
  - » Seven (7) meals are required for a standard, two-day clinic
    - *Lunch and dinner on set-up day*
    - *Breakfast, lunch and dinner on the first clinic day*
    - *Breakfast and lunch on the second clinic day*
- Breakfast on each clinic day should be gin no later that 5:00 a.m. and end no sooner than 8:00 a.m.
- Lunch should begin no later than 10:30 a.m. and should end no sooner than 1:30 p.m.
- Dinner should begin no later than 4:00 p.m. and should end no sooner than 6:15 p.m.
- Healthy snacks should also be provided throughout the day to the many volunteers who are not able to eat at designated times

PROMOTIONS TEAM

Members of the Promotions Team publicize the event to spread awareness in the community, which will inform potential patients, help with volunteer recruitment, and recruiting donors to support the clinic.

Promotions Responsibilities:

- Help the RAM Marketing Team secure media attention prior to the clinic by providing press releases to all local media outlets, once content is approved by RAM's Marketing Team
- Use promotional tools provided by RAM, such as print assets, radio, television, and social media materials
  - » RAM will provide promotional flyers for the clinic
  - » Anything created by the CHG with RAM's name or logo, including T-shirt and flyers designs, must be approved prior to use
- Increase awareness during the clinic by arranging for local press to visit the clinic
- Help secure monetary and in-kind donations

Public Relations Policy

In addition to CHG community engagement, RAM promotes all public clinics through established media sources and social media platforms. Please do not create social media accounts for your event. Do so dilutes RAM's internet presence, damages serach engine optimization, and causes confusion for patients researching RAM clinics for care.

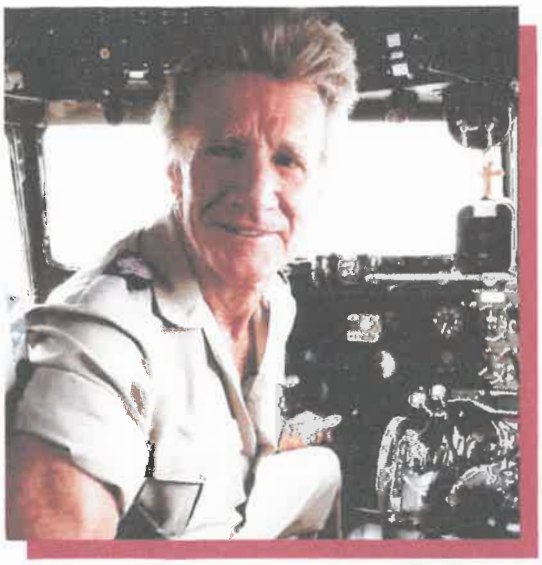
What is the next step?

We can further assist you with any questions and/or concerns about hosting a future clinic that may not have been answered in the Community Host Group Starter Kit.

Contact Us:

Vicki Gregg
Clinic Manager
vickigregg@ramusa.org

Audra FitzGerald
Senior Clinic Coordinator
audrafitzgerald@ramusa.org



"When together we treat a patient, we change a life. When we treat hundreds of patients, we transform a community. When we transform communities, we can change the health of our nation — one RAM clinic at a time."

-Stan Brock, RAM Founder

Remote Area Medical - RAM®

2200 Stock Creek Blvd., Rockford, TN 37853
865.579.1530 · RAMUSA.ORG

CITY OF CRESTVIEW Item # 12.1.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Tim Bolduc, City Manager
DATE:	2/22/2024
SUBJECT:	Form 6 Litigation Update

BACKGROUND:
This item as been provided to the City for discussion and potential approval.

DISCUSSION:
The City Attorney will provide a report on this proposed resolution at 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
Potential financial impacts will be discussed at the meeting.

RECOMMENDED ACTION
Staff respectfully requests direction from the City Council on Resolution 24-05.

Attachments

1. Form 6 Federal Complaint Filed
2. Form 6 State Complaint Filed
3. Request and Agreement to Serve As Named Plaintiff rev
4. Resolution 24-5 Authorizing Participation In Lawsuit Challenging Form 6 Requirement

RESOLUTION: 2024- 5

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AUTHORIZING PARTICIPATION IN LITIGATION SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form ("Form 6") that requires, among other things, the disclosure of the specific amounts of an official's net worth, income and asset values; and

WHEREAS, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form ("Form 1") that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official's net worth, income and asset values; and

WHEREAS, the Mayor and all current elected members of the City of Crestview (the "City Elected Officials") were elected by the voters of the City subject to and in reliance upon Florida law that required them to annually file Form 1 (not Form 6) financial disclosures forms; and

WHEREAS, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

WHEREAS, in 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein"; and

WHEREAS, because the right of privacy is a fundamental right within Florida's constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

WHEREAS, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

WHEREAS, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1; and

WHEREAS, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials, most of which receive little or no

compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office; and

WHEREAS, in fact, over 100 municipal elected officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

WHEREAS, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

WHEREAS, requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

WHEREAS, the imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

WHEREAS, a group of municipalities and municipal elected officials filed two lawsuits, one in State Court and one in Federal Court, on February 15, 2024, seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the "Lawsuits"); and

WHEREAS, the City of Crestview believes it is in the best interest of the citizens and residents of the City to participate in the Lawsuits and urges other municipalities and their elected officials to also participate as plaintiffs.

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

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The City Crestview hereby authorizes the participation of the City, and any of individual Members of the City Council who choose to participate as plaintiffs, in the Lawsuits.

Section 3 : Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is hereby retained to represent the City in the Lawsuits. The Firm will charge the City a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the City and the individual elected officials who choose to participate as plaintiffs, for the Lawsuits in the trial court. The City and elected officials recognize that such flat fee may be less than the actual attorneys' fees and costs incurred, and that if the City and elected officials prevail in the Lawsuits, the Firm may apply with the Court for its actual reasonable attorneys' and costs from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The City and its elected officials also acknowledges that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation. The City further acknowledges that, from time to time, the Firm may be called upon by client to represent them as to requests for various approvals and as to other matters with respect to or involving the City. The City hereby waives any potential conflict of interest in the Firm's representation of those clients arising from its representation of the City in the Lawsuit.]

Section 4: The City of Crestview invites and urges other local governments and elected officials to join the City as plaintiffs in the Lawsuit and to coordinate their efforts with the City.

Section 5: The City Clerk is directed to distribute this Resolution to all local governments in Okaloosa County.

Section 6: That the appropriate City Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 7: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

UNITED STATE DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No.

PRESIDENT OF TOWN COUNCIL ELIZABETH A. LOPER, ALDERMAN KEITH J. BLACK, ALDERMAN KATHLEEN M. GROSS and ALDERMAN WILLIAM BIRCH, elected officials of the Town of Briny Breezes;

COUNCILMEMBERS WALTER FAJET and JACKY BRAVO, elected officials of Miami Springs, Florida;

COMMISSIONER PATRICIA PETRONE, an elected official of Lighthouse Point, Florida;

MAYOR DANIELLE H. MOORE, PRESIDENT OF TOWN COUNCIL MARGARET A. ZEIDMAN, COUNCIL MEMBER EDWARD A. COONEY, COUNCIL MEMBER LEWIS CRAMPTON, COUNCIL MEMBER JULIE ARASKOG and COUNCIL MEMBER BOBBIE LINDSAY, elected officials of the Town of Palm Beach, Florida;

MAYOR BRENT LATHAM, VICE MAYOR RICHARD CHERVONY, and COMMISSIONER ANDY ROTONDARO, elected officials of North Bay Village, Florida;

MAYOR GLENN SINGER, an elected official of the Town of Golden Beach, Florida;

MAYOR BERNARD KLEPACH, an elected official of Indian Creek, Florida;

MAYOR JEFFREY P. FREIMARK, VICE-MAYOR SETH E. SALVER, COUNCILMAN DAVID ALBAUM, and COUNCILMAN DAVID WOLF, elected officials of the Village of Bal Harbour, Florida;

MAYOR MARGARET BROWN, COMMISSIONER MARY MOLINA-MACFIE, COMMISSIONER CHRIS EDDY,

COMMISSIONER HENRY MEAD, and COMMISSIONER BYRON L. JAFFE, elected officials of the City of Weston, Florida;

MAYOR SHELLY PETROLIA, VICE-MAYOR RYAN BOYLSTON, DEPUTY VICE-MAYOR ROB LONG, COMMISSIONER ADAM FRANKEL, and COMMISSIONER ANGELA BURNS, elected officials of the City of Delray Beach, Florida;

MAYOR JOSEPH AYOUB, COMMISSIONER ANDY STEINGOLD, COMMISSIONER CARLOS DIAZ, COMMISSIONER NANCY J. BESORE, and COMMISSIONER CLIFF MERZ, elected officials of the City of Safety Harbor, Florida;

COMMISSIONER JEREMY KATZMAN, an elected official of Cooper City, Florida;

MAYOR SCOTT J. BROOK, VICE-MAYOR SHAWN CERRA, COMMISSIONER JOSHUA SIMMONS, COMMISSIONER JOY CARTER, and COMMISSIONER NANCY METAYER BOWEN, elected officials of the City of Coral Springs, Florida;

VICE-CHAIR ERIK BRECHNITZ, an elected official of the City of Marco Island, Florida;

VICE MAYOR ARLENE SCHWARTZ, COMMISSIONER ANTONIO V. ARSERIO, COMMISSIONER JOANNE SIMONE, and COMMISSIONER ANTHONY N. CAGGIANO, elected officials of the City of Margate, Florida;

MAYOR ROBERT T. WAGNER, COUNCIL MEMBER JOHN STEPHENS III, COUNCIL MEMBER TORY CJ GEILE, COUNCIL MEMBER JAMES B. BAGBY, and COUNCIL MEMBER TERESA R. HEBERT, elected officials of the City of Destin, Florida;

MAYOR KENNETH R. THURSTON, COMMISSIONER MELISSA P. DUNN, and COMMISSIONER SARAI "RAY" MARTIN, elected officials of the City of Lauderhill, Florida,

MAYOR BILL GANZ, VICE-MAYOR BERNIE PARNESS, COMMISSIONER BEN PRESTON, and COMMISSIONER MICHAEL HUDAK, elected officials of the City of Deerfield Beach, Florida;

VICE-MAYOR PAUL A. KRUSS and COMMISSIONER RACHEL FRIEDLAND, elected officials of the City of Aventura, Florida;

VICE-MAYOR MICHAEL NAPOLEONE, COUNCILWOMAN TANYA SISKIND, COUNCILMAN JOHN T. MCGOVERN, and COUNCILMAN MICHAEL DRAHOS, elected officials of the Village of Wellington;

MAYOR FRED CLEVELAND, elected official of the City of New Smyrna Beach, Florida;

COUNCILMEMBER JENNIFER ANDREU, elected official of the City of Plantation, Florida,

COUNCILMEMBER KEM E. MASON, elected official of the Town of Lantana, Florida; and

MAYOR CHARLES EDWARD DODD, VICE MAYOR KELLY DIXON, COUNCIL MEMBER FREDERICK B. JONES, COUNCIL MEMBER BOB MCPARTLAN, AND COUNCIL MEMBER CHRISTOPHER NUNN, elected officials of the City of Sebastian, Florida,

Plaintiffs,

vs.

ASHLEY LUKIS, in her official capacity as Chair of the Florida Commission on Ethics; MICHELLE ANCHORS, in her official capacity as Vice Chair of the Florida Commission on Ethics; WILLIAM P. CERVONE, in his official

capacity as a Member of the Florida Commission on Ethics; TINA DESCOVICH, in her official capacity as Member of the Florida Commission on Ethics; FREDDIE FIGGERS, in his official capacity as a Member of the Florida Commission on Ethics; LUIS M. FUSTE, in his official capacity as a Member of the Florida Commission on Ethics; and WENGAY M. NEWTON, SR., in his official capacity as a Member of the Florida Commission on Ethics,

Defendants.

COMPLAINT

Plaintiffs bring this action against Defendants for declaratory and injunctive relief, and state as follows:

OVERVIEW

1. This is an action by a large number of Florida elected municipal officials challenging a recently enacted law ("SB 774") that on or before July 1, 2024 compels elected municipal officials in office as of January 1, 2024 to utter very specific statements, in writing and available to the public at large through the Internet, regarding the elected officials' personal finances, including, among other things, stating the exact amount of their net worth and income, the total dollar value of their household goods, and the precise value of every asset and amount of every liability in excess of $1,000. An elected municipal official's failure to make these public statements will result in significant fines, civil penalties, and even potential removal from office.

2. SB 774 amended, among other statutes, Fla. Stat. § 112.3144, and renders elected municipal officials in office as of January 1, 2024, and municipal candidates subject to the financial disclosure requirements of Fla. Const., art. II, § 8(j).

3. Prior to the enactment of SB 774, elected municipal officials and municipal candidates were required to provide financial disclosures via a document called "Form 1" pursuant

to Fla. Stat. § 112.3145, but were not subject to the requirements of Fla. Const., art. II, § 8(j). However, Florida Statute sections 112.3144 and 99.061, as amended by SB 774 in 2023, respectively make *all* elected municipal officers and municipal candidates subject to the filing requirements of "Form 6," which demands much more intrusive financial disclosures as outlined in the Florida Constitution and section 112.3144. A copy of Form 1 is attached as Exhibit A, and a copy of Form 6 is attached as Exhibit B.

4. Forcing municipal elected officials and municipal candidates to publicly make such statements impairs their right to be free of government-compelled, content-based, non-commercial speech, in violation of the First Amendment to the United States Constitution.

5. Rather than being the least restrictive, narrowly tailored means of accomplishing a compelling state interest, these new, financial disclosure requirements imposed on elected municipal officials and municipal candidates through SB 744 are the most restrictive means available – stricter and more onerous than required of federal elected officials (including the President of the United States) and of elected officials in other states throughout the country.

6. The additional, financial information statements required to be made by Form 6 (*e.g.*, the disclosure of exact net worth, exact income and precise values of household goods and other assets and liabilities), as compared to Form 1, have little, if any, bearing on an elected official's municipal service, does not prevent or even ameliorate conflicts of interest or public corruption, and does not increase public confidence in government.

7. Form 1 is a less restrictive, alternative means of accomplishing the same governmental interests, as would be the less onerous disclosure forms used by the federal government or any of the other states in the United States.

8. Indeed, municipal elected officials and candidates operated under the requirements of Form 1 for decades, and nothing in the Legislature's enactment of the new Form 6 requirement reflected that Form 1 was insufficient and necessitated a change.

9. As such, this action seeks an order (i) declaring the 2023 amendments to Fla. Stat. § 112.3144 related to elected municipal officials and any penalties arising therefrom, including those in Fla. Stat. § 112.317, are unconstitutional under the First Amendment of the United States Constitution, and (ii) enjoining Defendants from enforcing the disclosure requirements.

JURISDICTION AND VENUE

10. The Court has subject matter jurisdiction over this case pursuant to this Court's federal question jurisdiction, 28 U.S.C. § 1331, as this case arises under the First Amendment to the United States Constitution, as made applicable to the States by the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

11. This case seeks declaratory and injunctive relief, pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Federal Rule of Civil Procedure 57, and 42 U.S.C. § 1983.

12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), as two of the Defendants (Freddie Figgers and Luis M. Fuste) reside in this District (and all are residents of this State), the majority of the plaintiffs reside and serve as elected officials in the District, and a substantial part of the events giving rise to the claim herein occurred in this District.

THE PARTIES

A. Plaintiffs

13. Plaintiffs in this action consist of the following current, elected officials of Florida municipalities:

a. Town of Briny Breezes President of Town Council Elizabeth A. Loper;

b. Town of Briny Breezes Alderman Keith J. Black;

c. Town of Briny Breezes Alderman Kathleen M. Gross;

d. Town of Briny Breezes Alderman William Birch;

e. City of Miami Springs Councilmember Walter Fajet;

f. City of Miami Springs Councilmember Jacky Bravo;

g. City of Lighthouse Point Commissioner Patricia Petrone;

h. Town of Palm Beach Mayor Danielle H. Moore;

i. Town of Palm Beach President of Town Council Margaret A. Zeidman;

j. Town of Palm Beach Council Member Edward A. Cooney;

k. Town of Palm Beach Council Member Lewis Crampton;

l. Town of Palm Beach Council Member Julie Araskog;

m. Town of Palm Beach Council Member Bobbie Lindsay;

n. North Bay Village Mayor Brent Latham;

o. North Bay Village Vice Mayor Richard Chervony;

p. North Bay Village Commissioner Andy Rotondaro;

q. Golden Beach Mayor Glenn Singer;

r. Indian Creek Mayor Bernard Klepach;

s. Village of Bal Harbour Mayor Jeffrey P. Freimark ;

t. Village of Bal Harbour Vice-Mayor Seth E. Salver;

u. Village of Bal Harbour Councilman David Albaum;

v. Village of Bal Harbour Councilman David Wolf;

w. City of Weston Mayor Margaret Brown;

x. City of Weston Commissioner Mary Molina-Macfie;

y. City of Weston Commissioner Chris Eddy;

z. City of Weston Commissioner Henry Mead;

aa. City of Weston Commissioner Byron L. Jaffe;

bb. City of Delray Beach Mayor Shelly Petrolia;

cc. City of Delray Beach Vice Mayor Ryan Boylston;

dd. City of Delray Beach Deputy Vice-Mayor Rob Long;

ee. City of Delray Beach Commissioner Adam Frankel;

ff. City of Delray Beach Commissioner Angela Burns;

gg. City of Safety Harbor Mayor Joseph Ayoub;

hh. City of Safety Harbor Commissioner Andy Steingold;

ii. City of Safety Harbor Commissioner Carlos Diaz;

jj. City of Safety Harbor Commissioner Nancy J. Besore;

kk. City of Safety Harbor Commissioner Cliff Merz;

ll. Cooper City Commissioner Jeremy Katzman;

mm. City of Coral Springs Mayor Scott J. Brook;

nn. City of Coral Springs Vice Mayor Shawn Cerra;

oo. City of Coral Springs Commissioner Joshua Simmons;

pp. City of Coral Springs Commissioner Joy Carter;

qq. City of Coral Springs Commissioner Nancy Metayer Bowen;

rr. City of Marco Island Vice-Chair Erik Brechnitz;

ss. City of Margate Vice-Mayor Arlene Schwartz;

tt. City of Margate Commissioner Antonio V. Arserio;

uu. City of Margate Commissioner Joanne Simone;

vv. City of Margate Commissioner Anthony N. Caggiano;

ww. City of Destin Mayor Robert T. Wagner;

xx. City of Destin Council Member John Stephens III;

yy. City of Destin Council Member Torey CJ Geile;

zz. City of Destin Council Member James B. Bagby;

aaa. City of Destin Council Member Teresa R. Hebert;

bbb. City of Lauderhill Mayor Kenneth R. Thurston;

ccc. City of Lauderhill Commissioner Melissa P. Dunn;

ddd. City of Lauderhill Commissioner Sarai "Ray" Martin;

eee. City of Deerfield Beach Mayor Bill Ganz;

fff. City of Deerfield Beach Vice-Mayor Bernie Parness;

ggg. City of Deerfield Beach Commissioner Ben Preston;

hhh. City of Deerfield Beach Commissioner Michael Hudak;

iii. City of Aventura Vice-Mayor Paul A. Kruss;

jjj. City of Aventura Commissioner Rachel Friedland;

kkk. Village of Wellington Vice-Mayor Michael Napoleone;

lll. Village of Wellington Councilwoman Tanya Siskind;

mmm. Village of Wellington Councilwoman John T. McGovern;

nnn. Village of Wellington Councilwoman Michael Drahos;

ooo. City of New Smyrna Beach Mayor Fred Cleveland;

ppp. City of Plantation Councilmember Jennifer Andreu;

qqq. Town of Lantana Councilmember Kem E. Mason;

rrr. City of Sebastian Mayor Charles Edward Dodd;

sss. City of Sebastian Vice Mayor Kelly Dixon;

ttt. City of Sebastian Council Member Frederick B. Jones;

uuu. City of Sebastian Council Member Bob McPartlan; and

vvv. City of Sebastian Council Member Christopher Nunn.

14. Plaintiffs are each duly elected or appointed officials of incorporated municipalities existing under the laws of the State of Florida and are currently in office.

15. As a result of the passage of SB 774, as of January 1, 2024, each, individual Plaintiff is subject to the financial disclosure requirements of Fla. Const., art. II, § 8(j) and Fla. Stat. § 112.3144, and are further subject to the fines, penalties and other enforcement mechanisms outlined in Fla. Stat. §§ 112.317 and 112.324.

16. Each Plaintiff is, therefore, required to file the requisite Form 6 (rather than the prior Form 1) on or before July 1, 2024.

17. The failure of any municipal elected official, including each Plaintiff, to make the compelled statements subjects him or her to a daily fine of $25 per day up to a maximum of $1,500 and, following an investigation and public hearing, a potential civil penalty of up to $20,000 and, among other things, a potential recommendation of removal from office. *See* Fla. Stat. §§ 112.3144(8)(f), 112.324(4), and 112.317.

18. Plaintiffs now face prior to the imminent deadline of July 1, 2024, the obligation to engage in non-commercial, content-based speech requirement to publicly disclose, against their will, the financial information required in Form 6, or face fines or other penalties.

19. Throughout Florida, more than 100 municipal elected officials resigned rather than agree to engage in such unwanted speech.

20. Plaintiffs strongly desire to continue to serve the public and have therefore not yet resigned, but instead have chosen to challenge the new compelled speech requirement.

21. Accordingly, Plaintiffs have each suffered a concrete and particularized injury-in-fact that is actual or imminent.

B. Defendants

22. Defendant, Ashley Lukis ("Lukis") is the Chair and a member of the Florida Commission on Ethics ("Commission"), a commission existing pursuant to Fla. Const., Art. II, § 8(h)(1) and Fla. Stat. § 112.320. Lukis is sued in her official capacity as Chair of the Commission.

23. Defendant, Michelle Anchors ("Anchors") is the Vice Chair and a member of the Commission. Anchors is sued in her official capacity as Vice Chair of the Commission.

24. Defendant, William P. Cervone ("Cervone") is a member of the Commission. Cervone is sued in his official capacity as member of the Commission.

25. Defendant Tina Descovich ("Descovich") is a member of the Commission. Descovich is sued in her official capacity as member of the Commission.

26. Defendant, Freddie Figgers ("Figgers") is a member of the Commission. Figgers is sued in his official capacity as member of the Commission and is a resident of this District.

27. Defendant, Luis Fuste ("Fuste") is a member of the Commission. Fuste is sued in his official capacity as member of the Commission and is a resident of this District.

28. Defendant, Wengay M. Newton, Sr. ("Newton") is a member of the Commission. Newton is sued in his official capacity as member of the Commission.

29. Lukis, Anchors, Cervone, Descovich, Figgers, Fuste, and Newton, collectively, comprise the Commission.

30. "The Agency Head is the entire Commission, which is responsible for final agency action." *See* Statement of Organization and Operation of the Commission on Ethics, https://www.ethics.state.fl.us/Documents/Ethics/statement%20of%20org.pdf?cp=2024127 (last accessed February 12, 2024).

31. The Commission, through each Defendant, is charged with implementing and enforcing the State's financial disclosure laws, including, among many other things, the receipt of

Form 6 disclosures, training regarding Form 6, investigating alleged violations regarding Form 6 filings, imposing fines for failure to file Form 6, holding enforcement hearings regarding failure to file Form 6, making recommendations of removal from office for failure to file Form 6, and rendering legally binding advisory opinions regarding Form 6. *See* Fla. Const., Art. II, § 8(g); Fla. Stat. §§ 112.3144, 112.317, 112.320.

32. The Commission is also required to identify every person required to file Form 6, provide notification of said requirement to each person subject to these disclosures, and ensure compliance with the disclosure requirements by each person subject thereto. *See* Fla. Const., Art. II, § 8(g); Fla. Stat. §§ 112.3144, 112.317, 112.320.

33. In addition, the Commission's 2022 Annual Report (as well as previous annual reports) expressly requested that the Legislature enact legislation to require that elected municipal officials complete Form 6, rather than Form 1, leading to the enactment of SB 774. *See* Annual Report to the Florida Legislature for Calendar Year 2022, pg. 23, https://ethics.state.fl.us/Documents/Publications/2022%20Annual%20Report.pdf?cp=202425 (last accessed February 12, 2024).

34. The only justification given by the Commission for its recommendation was:

> Elected municipal officials are very important and administer vast amounts of public resources. For these, and other reasons, their disclosure should be on par with that of county officials and others who file Form 6, rather than Form 1. The Commission believes the enhanced disclosure should be applied to all elected municipal officials regardless of the population or revenue of the municipality.

35. Nowhere in its report did the Commission conclude that there has been an increase in the need to oppose corruption or conflicts of interest at the municipal level or that Form 1 in any way was insufficient to the task of guarding against those governmental ills. In short, the Commission justified its recommendation merely by noting that municipal officials should have

to disclose the same information others already disclose, without regard to the municipality's population, revenue, annual budget, or any elected municipal compensation amount, if any.

36. All acts alleged herein by Defendants and their agents, servants, employees, or persons acting on their behalf were done and are continuing to be done under color of state law.

37. Plaintiffs bring this action against the state officers (namely, the members of the Commission) who have the responsibility to enforce the Form 6 requirement against municipal elected officials (including Plaintiffs) and seek only prospective equitable relief to end the continuing violations of the First Amendment to the United States Constitution.

BACKGROUND

A. History of Ethical Standards in Florida

38. Beginning in the late 1960s, the Florida Legislature has enacted numerous laws regulating ethical conduct for Florida's elected officials, including laws related to the solicitation or acceptance of gifts, unauthorized compensation, misuse or abuse of public position, disclosure of certain information, doing business with one's agency, conflicting employment, lobbying restrictions, dual public employment, anti-nepotism, conflicts of interest, and financial disclosure. *See generally* Fla. Stat., Chapter 112.

39. The interests that the financial disclosures are intended to serve are stated by the Commission: "Financial disclosure is required of public officials and employees because it enables the public to evaluate potential conflicts of interest, deters corruption, and increases public confidence in government." *See* Florida Commission on Ethics, Financial Disclosure Information, www.ethics.state.fl.us/FinancialDisclosure/Index.aspx, last accessed February 12, 2024.

40. In 1976, the Florida Constitution was amended to require that all elected, state constitutional officers annually file a full and public disclosure of their financial interests, which

is done through the state-adopted Form 6, requiring the disclosure of highly personal financial information. *See* Fla. Const. Art. II, § 8; Fla. Stat. § 112.3144; Exh. B.

41. The Form 6 requirement did not apply to elected municipal officials or candidates for municipal office prior to January 1, 2024.

B. The Change from Form 1 to Form 6 for Elected Municipal Officials

42. Instead, prior to January 1, 2024, elected municipal officials were required to make a more limited financial disclosure that nevertheless provides sufficient information to satisfy the interests of preventing conflicts of interest and public corruption and increasing public confidence in government. *See* Fla. Stat. § 112.3145. The elected municipal officials' financial disclosure was done through the state-adopted Form 1. Exh. A.

43. In the 2023 legislative session, the Florida Legislature duly enacted (and the Governor signed) SB 774, which was codified at Laws of Florida 2023-09, and which amended (in relevant part) Fla. Stat. § 112.3144, to change the financial disclosure requirements to require, as of January 1, 2024, that all elected municipal mayors and elected members of municipal governing boards (and candidates for such offices) file a Form 6 financial disclosure, rather than the previously required Form 1. *See* Fla. S.B. 774; Fla. Stat. §§ 99.061, 112.3144 (2023).

C. Comparison of Form 6 to Form 1

44. Form 6 is a highly intrusive and extreme level of required, public financial disclosure, mandating the disclosure of private financial information unrelated to any official duties and unnecessary to satisfy the interest of preventing conflicts of interest and public corruption or increasing public confidence in government. *See* Exh. B.

45. Specifically, Form 6 requires that the official disclose:

> (a) the official's exact net worth, to the penny, (b) the exact aggregate value of all household goods and personal effects, (c) the precise value of every other asset individually valued at over $1,000 (including a description of

> the asset), (d) the exact outstanding amount of all liabilities in excess of $1,000, including the name and address of the creditor, (e) every primary source of income that exceeded $1,000 during the year, including the name and address of the source of income and the precise amount of income, (f) every secondary source of income in excess of $1,000 from any business of which the official owns more than 5%, including the name of the business entity, the major sources of business income (namely, any that account for 10% or more of the business's revenue), and the address and principal business activity or source, and (g) any interest in certain specified types of businesses.

See Exh. B.

46. In contrast, Form 1 requires that the official disclose:

> (a) the name, address and principal business active for every primary sources of income in excess of $2,500 (but not the amount), (b) every secondary source of income in excess of $5,000 from any business of which the official owns more than 5%, including the name of the business entity, the major source of business income (any that account for 10% or more of the business's revenue), and the address and principal business activity or source, (c) a description of all real property (but not the value) of which the official had more than a 5% ownership interest, (d) a description (but not the value) of intangible property owned by the official and valued at more than $10,000, (e) the name and address of each creditor to whom the official owed more than $10,000 (but not the amount owed), and (f) any interest in certain specified types of businesses.

See Exh. A.

47. The information in Form 1 and Form 6 of each filer is made publicly available through the Commission's website.

COUNT I

COMPELLED, CONTENT-BASED SPEECH IN VIOLATION OF THE FIRST AMENDMENT OF THE U.S. CONSTITUTION, PURSUANT TO 42 U.S.C. § 1983

48. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 47, as if fully set forth herein.

49. The First Amendment to the United States Constitution, as applied to the States by the Fourteenth Amendment, prohibits the government, including Defendants, from abridging Plaintiffs' freedom of speech though government-compelled speech.

50. The First Amendment's speech rights include the right to speak freely, the right to refrain from speaking at all, and the right not to speak certain words or messages.

51. The statements required by Fla. Stat. § 112.3144, through Form 6, constitute non-commercial, compelled speech from Plaintiffs in violation of the First Amendment.

52. Specifically, Fla. Stat. § 112.3144 unconstitutionally compels Plaintiffs to make invasive, public disclosures about their personal finances through Form 6.

53. The required disclosures of Fla. Stat. § 112.3144, through Form 6, are content-based speech because they compel individuals to speak a particular message. Compelled speech is no less compelled and no less speech because it is required to be in writing.

54. For example, among many other things, on July 1, 2024, each Plaintiff will be forced to say the words: "My Net Worth as of December 31, 2023 was $_____." *See* Exh. B at 1.

55. Plaintiffs would not otherwise engage in such non-commercial, content-based speech (namely, publicly disclosing to the public their exact net worth, income, asset values and other personal financial information required in Form 6) but for the requirements of Fla. Stat. § 112.3144 and the threat of fines, penalties and other enforcement mechanisms set forth in Fla. Stat. § 112.317.

56. The compelled speech in Form 6, as required by Fla. Stat. § 112.3144, is readily reviewable (now and for many years to come) by the public on the Internet, and the information in each filed Form 6 is clearly and readily associated with the individual filer (i.e., via the name of each individual Plaintiff).

57. Because the compelled speech is effectuated through state statute, the constitutional deprivation at issue here is caused by official policy of the state and under color of state law.

58. Although Plaintiffs recognize the government's interest in preventing conflicts of interest, deterring corruption, and increasing public confidence in government, Fla. Stat. § 112.3144, as amended by SB 744, and the application of Form 6 to elected municipal officials are not narrowly tailored to achieve these interests.

59. Requiring Plaintiffs to make the additional, compelled speech required by Form 6 (as opposed to the statements previously required through Form 1) are not the least restrictive means to accomplish any compelling government purpose.

60. Accordingly, an actual controversy exists between Plaintiffs and Defendants, each of whom have adverse legal interests of sufficient immediacy to warrant the issuance of a declaratory judgment and injunctive relief.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor:

A. Declaring, pursuant to 28 U.S.C. § 2201, 42 U.S.C. § 1983, and Rule 57, Fed. R. Civ P., that Fla. Stat. § 112.3144 (2023) compels Plaintiffs to engage in content-based, non-commercial speech in violation of the First Amendment of the United States Constitution and is, therefore, unconstitutional;

B. Enjoining, pursuant to 28 U.S.C. § 2202, Defendants from enforcing Fla. Stat. § 112.3144 (including the imposition of any fines, penalties or other enforcement) against Plaintiffs, arising from the failure of any Plaintiffs to file a Form 6 while subject to such requirements;

C. Awarding Plaintiffs their costs and expenses (including attorneys' fees) incurred in bringing in this action, pursuant to 42 U.S.C. § 1988, 28 U.S.C. § 1920, and other applicable law; and

D. Granting such other relief as this Court deems just and proper.

Dated this 15th day of February, 2024.

WEISS SEROTA HELFMAN
COLE + BIERMAN P.L.
200 East Broward Blvd., Ste. 1900
Fort Lauderdale, FL 33301
Telephone: (954) 763-4242
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Counsel for Plaintiffs

Exhibit A

2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over $2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

E-FILING SAMPLE

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write “none” or “n/a”)

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write “none” or “n/a”)

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over $10,000)
(If you have nothing to report, write “none” or “n/a”)

Type of Intangible	Business Entity to Which the Property Relates

E-FILING SAMPLE

Liabilities

LIABILITIES (Major debts valued over $10,000):
(If you have nothing to report, write “none” or “n/a”)

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write “none” or “n/a”)

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

E-FILING SAMPLE

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

Exhibit B

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS **PID SAMPLE**

County: SAMPLE COUNTY

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Net Worth

My Net Worth as of December 31, 2023 was $ [AMOUNT].

Assets

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds $1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.

The aggregate value of my household goods and personal effect is N/A.

ASSETS INDIVIDUALLY VALUED AT OVER $1,000:

Description of Asset	Value of Asset

E-FILING SAMPLE

Liabilities

LIABILITIES IN EXCESS OF $1,000:

Name of Creditor	Address of Creditor	Amount of Liability

JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:

Name of Creditor	Address of Creditor	Amount of Liability

Income

Identify each separate source and amount of income which exceeded $1,000 during the year, including secondary sources of income. Or attach a complete copy of your 2022 federal income tax return, including all W2s, schedules, and attachments. Please redact any social security or account numbers before attaching your returns, as the law requires these documents be posted to the Commission's website.

☐ I elect to file a copy of my 2023 federal income tax return and all W2s, schedules, and attachments.

PRIMARY SOURCES OF INCOME:

Name of Source of Income Exceeding $1,000	Address of Source of Income	Amount

SECONDARY SOURCES OF INCOME (Major customers, clients, etc. of businesses owned by reporting person):

Name of Business Entity	Name of Major Sources of Business Income	Address of Source	Principal Business Activity of Source

E-FILING SAMPLE

Interests in Specified Businesses

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Reporting Official or Candidate

Under the penalties of perjury, I declare that I have read the foregoing Form 6 and that the facts stated in it are true.

Digitally signed:

Filed with COE:

E-FILING SAMPLE

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

CASE NO.

TOWN OF BRINY BREEZES, FLORIDA, a Florida municipal corporation;

CITY OF MIAMI SPRINGS, FLORIDA, a Florida municipal corporation;

CITY OF LIGHTHOUSE POINT, FLORIDA, a Florida municipal corporation;

TOWN OF PALM BEACH, FLORIDA, a Florida municipal corporation;

NORTH BAY VILLAGE, FLORIDA, a Florida municipal corporation;

TOWN OF GOLDEN BEACH, FLORIDA, a Florida municipal corporation;

VILLAGE OF INDIAN CREEK, FLORIDA, a Florida municipal corporation;

VILLAGE OF BAL HARBOUR, FLORIDA, a Florida municipal corporation;

CITY OF WESTON, FLORIDA, a Florida municipal corporation;

CITY OF DELRAY BEACH, FLORIDA, a Florida municipal corporation;

CITY OF SAFETY HARBOR, FLORIDA, a Florida municipal corporation;

COOPER CITY, FLORIDA, a Florida municipal corporation;

CITY OF CORAL SPRINGS, FLORIDA, a Florida municipal corporation;

CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation;

CITY OF MARCO ISLAND, FLORIDA, a Florida municipal corporation;

VILLAGE OF KEY BISCAYNE, FLORIDA, a Florida municipal corporation;

CITY OF WILTON MANORS, FLORIDA, a Florida municipal corporation;

CITY OF MARGATE, FLORIDA, a Florida municipal corporation;

CITY OF DESTIN, FLORIDA, a Florida municipal corporation;

CITY OF LAUDERHILL, FLORIDA, a Florida municipal corporation;

CITY OF DEERFIELD BEACH, FLORIDA, a Florida municipal corporation;

CITY OF AVENTURA, FLORIDA, a Florida municipal corporation;

VILLAGE OF WELLINGTON, FLORIDA, a Florida municipal corporation;

VILLAGE OF PINECREST, FLORIDA, a Florida municipal corporation;

CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation;

CITY OF SEBASTIAN, FLORIDA, a Florida municipal corporation;

PRESIDENT OF TOWN COUNCIL ELIZABETH A. LOPER, ALDERMAN KEITH J. BLACK, ALDERMAN KATHLEEN M. GROSS and ALDERMAN WILLIAM BIRCH, elected officials of the Town of Briny Breezes;

COUNCILMEMBERS WALTER FAJET and JACKY BRAVO, elected officials of Miami Springs, Florida;

COMMISSIONER PATRICIA PETRONE, an elected official of Lighthouse Point, Florida;

MAYOR DANIELLE H. MOORE, PRESIDENT OF TOWN COUNCIL MARGARET A. ZEIDMAN, COUNCIL MEMBER EDWARD A. COONEY, COUNCIL MEMBER LEWIS CRAMPTON, COUNCIL MEMBER JULIE ARASKOG and COUNCIL MEMBER BOBBIE LINDSAY, elected officials of the Town of Palm Beach, Florida;

MAYOR BRENT LATHAM, VICE MAYOR RICHARD CHERVONY, and COMMISSIONER ANDY ROTONDARO, elected officials of North Bay Village, Florida;

MAYOR GLENN SINGER, an elected official of the Town of Golden Beach, Florida;

MAYOR BERNARD KLEPACH, an elected official of Indian Creek, Florida;

MAYOR JEFFREY P. FREIMARK, VICE-MAYOR SETH E. SALVER, COUNCILMAN DAVID ALBAUM, and COUNCILMAN DAVID WOLF, elected officials of the Village of Bal Harbour, Florida;

MAYOR MARGARET BROWN, COMMISSIONER MARY MOLINA-MACFIE, COMMISSIONER CHRIS EDDY, COMMISSIONER HENRY MEAD, and COMMISSIONER BYRON L. JAFFE, elected officials of the City of Weston, Florida;

MAYOR SHELLY PETROLIA, VICE-MAYOR RYAN BOYLSTON, DEPUTY VICE-MAYOR ROB LONG, COMMISSIONER ADAM FRANKEL, and COMMISSIONER ANGELA BURNS, elected officials of the City of Delray Beach, Florida;

MAYOR JOSEPH AYOUB, COMMISSIONER ANDY STEINGOLD, COMMISSIONER

CARLOS DIAZ, COMMISSIONER NANCY J. BESORE, and COMMISSIONER CLIFF MERZ, elected officials of the City of Safety Harbor, Florida;

COMMISSIONER JEREMY KATZMAN, an elected official of Cooper City, Florida;

MAYOR SCOTT J. BROOK, VICE-MAYOR SHAWN CERRA, COMMISSIONER JOSHUA SIMMONS, COMMISSIONER JOY CARTER, and COMMISSIONER NANCY METAYER BOWEN, elected officials of the City of Coral Springs, Florida;

VICE-CHAIR ERIK BRECHNITZ, an elected official of the City of Marco Island, Florida;

VICE MAYOR ARLENE SCHWARTZ, COMMISSIONER ANTONIO V. ARSERIO, COMMISSIONER JOANNE SIMONE, and COMMISSIONER ANTHONY N. CAGGIANO, elected officials of the City of Margate, Florida;

MAYOR ROBERT T. WAGNER, COUNCIL MEMBER JOHN STEPHENS III, COUNCIL MEMBER TORY CJ GEILE, COUNCIL MEMBER JAMES B. BAGBY, and COUNCIL MEMBER TERESA R. HEBERT, elected officials of the City of Destin, Florida;

MAYOR KENNETH R. THURSTON, COMMISSIONER MELISSA P. DUNN, and COMMISSIONER SARAI “RAY” MARTIN, elected officials of the City of Lauderhill, Florida,

MAYOR BILL GANZ, VICE-MAYOR BERNIE PARNESS, COMMISSIONER BEN PRESTON, and COMMISSIONER MICHAEL HUDAK, elected officials of the City of Deerfield Beach, Florida;

VICE-MAYOR PAUL A. KRUSS and COMMISSIONER RACHEL FRIEDLAND, elected officials of the City of Aventura, Florida;

VICE-MAYOR MICHAEL NAPOLEONE, COUNCILWOMAN TANYA SISKIND, COUNCILMAN JOHN T. MCGOVERN, and COUNCILMAN MICHAEL DRAHOS, elected officials of the Village of Wellington;

MAYOR FRED CLEVELAND, elected official of the City of New Smyrna Beach, Florida;

COUNCILMEMBER JENNIFER ANDREU, elected official of the City of Plantation, Florida;

COUNCILMEMBER KEM E. MASON, elected official of the Town of Lantana, Florida, and

MAYOR CHARLES EDWARD DODD, VICE MAYOR KELLY DIXON, COUNCIL MEMBER FREDERICK B. JONES, COUNCIL MEMBER BOB MCPARTLAN, AND COUNCIL MEMBER CHRISTOPHER NUNN, elected officials of the City of Sebastian, Florida,

Plaintiffs,

vs.

ASHLEY LUKIS, in her official capacity as Chair of the Florida Commission on Ethics; MICHELLE ANCHORS, in her official capacity as Vice Chair of the Florida Commission on Ethics; WILLIAM P. CERVONE, in his official capacity as a Member of the Florida Commission on Ethics; TINA DESCOVICH, in her official capacity as Member of the Florida Commission on Ethics; FREDDIE FIGGERS, in his official capacity as a Member of the Florida Commission on Ethics; LUIS M. FUSTE, in his official capacity as a Member of the Florida Commission on Ethics; and WENGAY M. NEWTON, SR., in his official capacity as a Member of the Florida Commission on Ethics,

Defendants.

COMPLAINT

Plaintiffs bring this action against Defendants for declaratory and injunctive relief, and state as follows:

OVERVIEW

1. This is an action by a large number of Florida municipalities and elected municipal officials challenging a recently enacted law ("SB 774") that requires municipal elected officials in office as of January 1, 2024, to disclose quintessentially private, highly personal financial information, including, among other things, the exact amount of their net worth and income, the total dollar value of their household goods, and the precise value of every asset and amount of every liability in excess of $1,000, on or before July 1, 2024, or otherwise face significant fines, civil penalties, and even potential removal from office.

2. SB 774 amended, among other statutes, sections 112.3144, and 99.061, Florida Statutes, and renders elected municipal officials and candidates subject to the financial disclosure requirements of article II, section 8(j) of the Florida Constitution.

3. Prior to the enactment of SB 774, elected municipal officials and candidates were required to provide financial disclosures via a document called "Form 1," pursuant to section 112.3145, Florida Statutes, but were not subject to the requirements of article II, section 8(j). However, sections 112.3144 and 99.061, as amended by SB 774 in 2023, make all elected municipal officers and candidates subject to the filing requirements of "Form 6," which demands much more intrusive financial disclosures as outlined in the Florida Constitution and section 112.3144. A copy of Form 1 is attached as Exhibit A, and a copy of Form 6 is attached as Exhibit B.

4. Forcing municipal elected officials and candidates to publicly disclose such private information impairs their right to privacy under the Floria Constitution. Because the right to privacy is enumerated as a fundamental right, any such impairment is impermissible unless it is the least restrictive means of achieving a compelling state interest.

5. Rather than being the ***least restrictive*** means of accomplishing a compelling state interest, the new financial disclosure requirements imposed on municipal officials and candidates through SB 774 are the ***most restrictive*** means available—stricter and more onerous than those required of federal elected officials (including the President of the United States) and of elected officials in other states throughout the country.

6. The additional financial information required to be disclosed by Form 6 (*e.g.*, the exact net worth, exact income, and precise values of household goods and other assets and liabilities), as compared to Form 1, has little bearing, if any, on an elected official's municipal service, does not prevent conflicts of interest or public corruption, and does not increase public confidence in government.

7. Form 1 is a less restrictive alternative means of accomplishing the same governmental interests, as would be the less onerous disclosure forms used by the federal government or any of the other states in the United States.

8. Indeed, municipal elected officials and candidates operated under the requirements of Form 1 for decades, and nothing in the Legislature's enactment of the new Form 6 requirement reflected that Form 1 was insufficient and necessitated a change.

9. As such, this action seeks an order (i) declaring the 2023 amendments to sections 112.3144 and 99.061, Florida Statutes, related to elected municipal officials and candidates and any penalties arising therefrom, including those in section 112.317, Florida Statutes, violate Article

1, Section 23 of the Florida Constitution, and (ii) enjoining Defendants from enforcing the disclosure requirements.

JURISDICTION AND VENUE

10. This is an action for declaratory relief, pursuant to Chapter 86, Florida Statutes, seeking to declare that the 2023 amendments to sections 112.3144 and 99.061, Florida Statutes, and any penalties arising therefrom, including those in section 112.317, Florida Statutes, are unconstitutional and invalid. The Court has jurisdiction to grant declaratory relief. *See* §§ 86.011, 86.021, 86.101, Fla. Stat. The Court further has jurisdiction to grant supplemental relief, including injunctive relief. § 86.061, Fla. Stat.

11. Venue is proper in Leon County because Defendants are all members of the Commission on Ethics, which is located and conducts business in Leon County, Florida. In addition, any enforcement of the Form 6 requirement would take place in Leon County, Florida.

12. All conditions precedent to the institution of this lawsuit have been, or will be, satisfied or waived.

THE PARTIES

13. The Plaintiffs in this action consist of Florida municipalities and current elected officials of Florida municipalities.

A. The Municipal Plaintiffs

14. The Florida municipal plaintiffs, each of which is an incorporated municipality existing under the laws of the State of Florida (collectively, "Municipal Plaintiffs"), consist of:

a. Town of Briny Breezes, located in Palm Beach County, Florida;

b. City of Miami Springs, located in Miami-Dade County, Florida;

c. City of Lighthouse Point, located in Broward County, Florida;

d. Town of Palm Beach, located in Palm Beach County, Florida;

e. North Bay Village, located in Miami-Dade County, Florida;

f. Town of Golden Beach, located in Miami-Dade County, Florida;

g. Village of Indian Creek, located in Miami-Dade County, Florida;

h. Village of Bal Harbour, located in Miami-Dade County, Florida;

i. City of Weston, located in Broward County, Florida;

j. City of Delray Beach, located in Palm Beach County, Florida;

k. City of Safety Harbor, located in Pinellas County, Florida;

l. Cooper City, located in Broward County, Florida;

m. City of Coral Springs, located in Broward County, Florida;

n. City of St. Augustine, located in St. Johns County, Florida;

o. City of Marco Island, located in Collier County, Florida;

p. Village of Key Biscayne, located in Miami-Dade County, Florida;

q. City of Wilton Manors, located in Broward County, Florida;

r. City of Margate, located in Broward County, Florida;

s. City of Destin, located in Okaloosa County, Florida;

t. City of Lauderhill, located in Broward County, Florida;

u. City of Deerfield Beach, located in Broward County, Florida;

v. City of Aventura, located in Miami-Dade County, Florida;

w. Village of Wellington, located in Palm Beach County, Florida;

x. Village of Pinecrest, located in Miami-Dade County, Florida;

y. City of New Smyrna Beach, located in Volusia County, Florida, and

z. City of Sebastian, located in Indian River County, Florida.

15. As a result of SB 774, as of January 1, 2024, each elected member of, and candidate for, the governing body of every Municipal Plaintiff herein is required to file a Form 6.

16. The Municipal Plaintiffs each have a strong interest in having qualified people run for, and continue to serve in, municipal elected office. The Form 6 requirement will deter qualified people from running for and serving in elected office in the Municipal Plaintiffs. In fact, the Florida League of Cities has advised that, throughout Florida, over 100 municipal elected officials have already resigned rather than be subjected to the filing of a Form 6 financial disclosure, significantly disrupting the operations of those municipalities.

17. For example, in plaintiff Briny Breezes, former Mayor Gene Adams, former Council President Christina Adams, and former Alderman and Council President Sue Thaler all resigned in December 2023 because of the Form 6 requirement. As a result of resignations, municipalities, including Municipal Plaintiffs, have been (and/or will be) forced to expend significant public funds for filling vacancies, including temporary appointments and special elections. In addition, the vacancies have disrupted municipal operations.

18. In addition, pursuant to section 112.3144(9), a municipal elected official can be subject to "an order recommending that the officer or employee be removed from his or her public office" for refusing to file the Form 6, potentially creating even more vacancies, disrupting Municipal Plaintiffs' operations, and causing the additional expenditure of public funds to fill those vacancies.

19. The Florida Legislature has expressly recognized the strong interest of the Municipal Plaintiffs to attract qualified candidates to run for and hold office, and the importance of ensuring that ethics laws not deter people from seeking municipal elected office:

> It is also essential that government attract those citizens best qualified to serve. Thus, the law against conflict of interest must be so designed as not to impede

> unreasonably or unnecessarily the recruitment and retention by government of those best qualified to serve. Public officials should not be denied the opportunity, available to all other citizens, to acquire and retain private economic interests except when conflicts with the responsibility of such officials to the public cannot be avoided.

§ 112.311, Fla. Stat. The application of the Form 6 disclosure requirement does precisely what the law says it is not to do, to the detriment of the Municipal Plaintiffs: it "impede[s] unreasonably or unnecessarily the recruitment and retention by government of those best qualified to serve." Indeed, its impact is particularly felt at the municipal level where local legislators volunteer to serve their fellow residents, often with little or no compensation.

20. The Municipal Plaintiffs thus have a statutorily recognized interest in ensuring that qualified candidates run for office and remain in office and thus have a substantial interest in this action.

B. The Elected Official Plaintiffs

21. The "Elected Official Plaintiffs" consist of the following, each of whom is currently serving as a municipal elected official:

a. Town of Briny Breezes President of Town Council Elizabeth A. Loper;

b. Town of Briny Breezes Alderman Keith J. Black;

c. Town of Briny Breezes Alderman Kathleen M. Gross;

d. Town of Briny Breezes Alderman William Birch;

e. City of Miami Springs Councilmember Walter Fajet;

f. City of Miami Springs Councilmember Jacky Bravo;

g. City of Lighthouse Point Commissioner Patricia Petrone;

h. Town of Palm Beach Mayor Danielle H. Moore;

i. Town of Palm Beach President of Town Council Margaret A. Zeidman;

j. Town of Palm Beach Council Member Edward A. Cooney;

k. Town of Palm Beach Council Member Lewis Crampton;

l. Town of Palm Beach Council Member Julie Araskog;

m. Town of Palm Beach Council Member Bobbie Lindsay;

n. North Bay Village Mayor Brent Latham;

o. North Bay Village Vice Mayor Richard Chervony;

p. North Bay Village Commissioner Andy Rotondaro;

q. Golden Beach Mayor Glenn Singer;

r. Indian Creek Mayor Bernard Klepach;

s. Village of Bal Harbour Mayor Jeffrey P. Freimark ;

t. Village of Bal Harbour Vice-Mayor Seth E. Salver;

u. Village of Bal Harbour Councilman David Albaum;

v. Village of Bal Harbour Councilman David Wolf;

w. City of Weston Mayor Margaret Brown;

x. City of Weston Commissioner Mary Molina-Macfie;

y. City of Weston Commissioner Chris Eddy;

z. City of Weston Commissioner Henry Mead;

aa. City of Weston Commissioner Byron L. Jaffe;

bb. City of Delray Beach Mayor Shelly Petrolia;

cc. City of Delray Beach Vice Mayor Ryan Boylston;

dd. City of Delray Beach Deputy Vice-Mayor Rob Long;

ee. City of Delray Beach Commissioner Adam Frankel;

ff. City of Delray Beach Commissioner Angela Burns;

gg. City of Safety Harbor Mayor Joseph Ayoub;

hh. City of Safety Harbor Commissioner Andy Steingold;

ii. City of Safety Harbor Commissioner Carlos Diaz;

jj. City of Safety Harbor Commissioner Nancy J. Besore;

kk. City of Safety Harbor Commissioner Cliff Merz;

ll. Cooper City Commissioner Jeremy Katzman;

mm. City of Coral Springs Mayor Scott J. Brook;

nn. City of Coral Springs Vice Mayor Shawn Cerra;

oo. City of Coral Springs Commissioner Joshua Simmons;

pp. City of Coral Springs Commissioner Joy Carter;

qq. City of Coral Springs Commissioner Nancy Metayer Bowen;

rr. City of Marco Island Vice-Chair Erik Brechnitz;

ss. City of Margate Vice-Mayor Arlene Schwartz;

tt. City of Margate Commissioner Antonio V. Arserio;

uu. City of Margate Commissioner Joanne Simone;

vv. City of Margate Commissioner Anthony N. Caggiano;

ww. City of Destin Mayor Robert T. Wagner;

xx. City of Destin Council Member John Stephens III;

yy. City of Destin Council Member Torey CJ Geile;

zz. City of Destin Council Member James B. Bagby;

aaa. City of Destin Council Member Teresa R. Hebert;

bbb. City of Lauderhill Mayor Kenneth R. Thurston;

ccc. City of Lauderhill Commissioner Melissa P. Dunn;

ddd. City of Lauderhill Commissioner Sarai “Ray” Martin;

eee. City of Deerfield Beach Mayor Bill Ganz;

fff. City of Deerfield Beach Vice-Mayor Bernie Parness;

ggg. City of Deerfield Beach Commissioner Ben Preston;

hhh. City of Deerfield Beach Commissioner Michael Hudak;

iii. City of Aventura Vice-Mayor Paul A. Kruss;

jjj. City of Aventura Commissioner Rachel Friedland;

kkk. Village of Wellington Vice-Mayor Michael Napoleone;

lll. Village of Wellington Councilwoman Tanya Siskind;

mmm. Village of Wellington Councilwoman John T. McGovern;

nnn. Village of Wellington Councilwoman Michael Drahos;

ooo. City of New Smyrna Beach Mayor Fred Cleveland;

ppp. City of Plantation Councilmember Jennifer Andreu;

qqq. Town of Lantana Councilmember Kem E. Mason;

rrr. City of Sebastian Mayor Charles Edward Dodd;

sss. City of Sebastian Vice Mayor Kelly Dixon;

ttt. City of Sebastian Council Member Frederick B. Jones;

uuu. City of Sebastian Council Member Bob McPartlan; and

vvv. City of Sebastian Council Member Christopher Nunn.

22. The Elected Official Plaintiffs are each elected Mayors or members of the governing bodies of incorporated municipalities existing under the laws of the State of Florida, who are currently in office.

23. As a result of the passage of SB 774, as of January 1, 2024, each Elected Official Plaintiff is subject to the Form 6 financial disclosure requirements of section 8, article II of the Florida Constitution, and section 112.3144, Florida Statutes, and are further subject to the fines, penalties and other enforcement mechanisms outlined therein and in sections 112.317 and 112.324, Florida Statutes, if they do not timely file Form 6 financial disclosures.

24. Each Elected Official Plaintiff is therefore required to file the requisite Form 6 (rather than the prior Form 1) on or before July 1, 2024.

25. The failure of any municipal elected official to file a Form 6, including each Elected Official Plaintiff, subjects him or her to a daily fine of $25 per day up to a maximum of $1,500 and, following an investigation and public hearing, a potential civil penalty of up to $20,000 and, among other things, a potential recommendation of removal from office. *See* §§ 112.3144(8)(f), 112.324(4), 112.317, Fla. Stat.

26. The Elected Official Plaintiffs now face the Hobson's choice of either sacrificing their constitutionally protected right to privacy by filing a Form 6 on or before the imminent deadline of July 1, 2024, as now required by section 112.3144, or face fines, penalties, and other enforcement, including the possible removal from office. Throughout Florida, more than 100 municipal elected officials have resigned rather than agree to surrender their constitutionally protected privacy. The Elected Official Plaintiffs strongly desire to continue to serve the public and have therefore not yet resigned, but instead have chosen to challenge the new requirement.

27. Accordingly, the Elected Official Plaintiffs each has a significant interest in this action.

C. The Defendants

28. Defendant, Ashley Lukis ("Lukis") is the Chair and a Member of the Florida Commission on Ethics ("Commission"), a commission existing pursuant to article II, section 8(h)(1) of the Florida Constitution and section 112.320, Florida Statutes. Lukis is sued in her official capacity as Chair of the Commission.

29. Defendant, Michelle Anchors ("Anchors") is the Vice Chair and a Member of the Commission. Anchors is sued in her official capacity as Vice Chair of the Commission.

30. Defendant, William P. Cervone ("Cervone") is a Member of the Commission. Cervone is sued in his official capacity as Member of the Commission.

31. Defendant Tina Descovich ("Descovich") is a Member of the Commission. Descovich is sued in her official capacity as Member of the Commission.

32. Defendant, Freddie Figgers ("Figgers") is a Member of the Commission. Figgers is sued in his official capacity as Member of the Commission.

33. Defendant, Luis Fuste ("Fuste") is a Member of the Commission. Fuste is sued in his official capacity as Member of the Commission.

34. Defendant, Wengay M. Newton, Sr. ("Newton") is a Member of the Commission. Newton is sued in his official capacity as Member of the Commission.

35. Lukis, Anchors, Cervone, Descovich, Figgers, Fuste, and Newton, collectively, comprise the Commission.

36. "The Agency Head is the entire Commission, which is responsible for final agency action." *See* Statement of Organization and Operation of the Commission on Ethics, https://www.ethics.state.fl.us/Documents/Ethics/statement%20of%20org.pdf?cp=2024127, last accessed February 12, 2024.

37. The Commission, through each Defendant, is charged with implementing and enforcing the State's financial disclosure laws, including, among many other things, the receipt of the Form 6 disclosure forms, training regarding Form 6, investigating alleged violations regarding Form 6 filings, imposing fines for failure to file Form 6, holding enforcement hearings regarding failure to file Form 6, making recommendations of removal from office for failure to file Form 6, and rendering legally binding advisory opinions regarding Form 6. *See* Art II, § 8(g), Fla. Const.; §§ 112.3144, 112.317, 112.320, Fla. Stat.

38. The Commission is also required to identify every person required to file Form 6, provide notice of said requirements to each person subject to these disclosures, and ensure compliance with the disclosure requirements by each person subject thereto. *See* Art II, § 8(g), Fla. Const.; §§ 112.3144, 112.317, 112.320, Fla. Stat.

39. In addition, the Commission's 2022 Annual Report (as well as previous annual reports) expressly requested that the Legislature enact legislation to require municipal elected officials to complete Form 6, rather than Form 1, leading to the enactment of SB 774. *See* Annual Report to the Florida Legislature for Calendar Year 2022, p. 23, https://ethics.state.fl.us/Documents/Publications/2022%20Annual%20Report.pdf?cp=202425 (last accessed February 12, 2024). The only justification given by the Commission for its recommendation was:

> Elected municipal officials are very important and administer vast amounts of public resources. For these, and other reasons, their disclosure should be on par with that of county officials and others who file Form 6, rather than Form 1. The Commission believes the enhanced disclosure should be applied to all elected municipal officials regardless of the population or revenue of the municipality.

40. Nowhere in its report did the Commission conclude that there has been an increase in the need to oppose corruption or conflicts of interest at the municipal level or that Form 1 in any

way was insufficient to the task of guarding against those governmental ills. In short, the Commission justified its recommendation merely by noting that municipal officials should have to disclose the same information others already disclose, without regard to the municipality's population, revenue, annual budget, or any elected municipal compensation amount, if any.

41. Plaintiffs bring this action against the state officers (namely, the members of the Commission) who have the responsibility to enforce the Form 6 requirement against municipal elected officials (including the Elected Official Plaintiffs) and seek only declaratory and injunctive relief to end the continuing violations of Article 1, Section 23 of the Florida Constitution. Plaintiffs do not seek damages in this action.

BACKGROUND

A. History of Ethical Standards in Florida

42. Beginning in the late 1960s, the Florida Legislature has enacted numerous laws regulating ethical conduct for Florida's elected officials, including laws related to the solicitation or acceptance of gifts, unauthorized compensation, misuse or abuse of public position, disclosure of certain information, doing business with one's agency, conflicting employment, lobbying restrictions, dual public employment, anti-nepotism, conflicts of interest, and financial disclosure. *See generally* Chapter 112, Fla. Stat.

43. The interests that the financial disclosures are intended to serve are stated by the Commission: "Financial disclosure is required of public officials and employees because it enables the public to evaluate potential conflicts of interest, deters corruption, and increases public confidence in government." *See* Florida Commission on Ethics, Financial Disclosure Information, www.ethics.state.fl.us/FinancialDisclosure/Index.aspx, last accessed February 12, 2024.

44. In 1976, the Florida Constitution was amended to require that all elected state constitutional officers annually file a full and public disclosure of their financial interests, which is done through the state-adopted Form 6, which requires the disclosure of highly personal financial information. *See* Art. II, § 8, Fla Const.; § 112.3144, Fla. Stat. *See also* Exh. B.

45. The Form 6 requirement did not apply to elected municipal officials or candidates for elected municipal office prior to 2024.

B. The Change from Form 1 to Form 6 For Elected Municipal Officials

46. Instead, until 2024, elected municipal officials have been required to make a more limited financial disclosure that nevertheless provides sufficient information to satisfy the interest of preventing conflicts of interest and public corruption and increasing public confidence in government. *See* § 112.3145, Fla. Stat. The elected municipal officials' financial disclosure has for years been accomplished through the use of Form 1. *See* Exh. A.

47. In the 2023 legislative session, the Florida Legislature duly enacted (and the Governor signed) SB 774, which was codified at Laws of Florida 2023-09, and which amended (in relevant part) sections 99.061, 112.3144 and 112.317, Florida Statutes to change the financial disclosure requirements to now require that all elected municipal mayors and elected members of the governing board (and candidates for such offices) file a Form 6 financial disclosure, rather than the previously required Form 1. *See* S.B. 774; § 112.3144, Fla. Stat. (2023).

C. Comparison of Form 6 to Form 1

48. Form 6 represents a highly intrusive and extreme level of required financial disclosure, mandating the disclosure of private financial information unrelated to any official duties and unnecessary to satisfy the interest of preventing conflicts of interest and public corruption or increasing public confidence in government.

49. Specifically, Form 6 requires that the official disclose:

> (a) the official's exact net worth, to the penny, (b) the exact aggregate value of all household goods and personal effects, (c) the precise value of every other asset individually valued at over $1,000 (including a description of the asset), (d) the exact outstanding amount of all liabilities in excess of $1,000, including the name and address of the creditor, (e) every primary source of income that exceeded $1,000 during the year, including the name and address of the source of income and the precise amount of income, (f) every secondary source of income in excess of $1,000 from any business of which the official owns more than 5%, including the name of the business entity, the major sources of business income (namely, any that account for 10% or more of the business's revenue), and the address and principal business activity or source, and (g) any interest in certain specified types of businesses.

See Exh. A.

50. In contrast, Form 1 requires that the official disclose:

> (a) the name, address and principal business active for every primary sources of income in excess of $2,500 (but not the amount), (b) every secondary source of income in excess of $5,000 from any business of which the official owns more than 5%, including the name of the business entity, the major source of business income (any that account for 10% or more of the business's revenue), and the address and principal business activity or source, (c) a description of all real property (but not the value) of which the official had more than a 5% ownership interest, (d) a description (but not the value) of intangible property owned by the official and valued at more than $10,000, (e) the name and address of each creditor to whom the official owed more than $10,000 (but not the amount owed), and (f) any interest in certain specified types of businesses.

See Exh. B.

51. The information in Form 1 and Form 6 of each filer is made publicly available through the Commission's website.

D. The Applicable Constitutional Protection

52. In 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise

provided herein." The *only* limitation on this right codified in the Florida Constitution is that the right "shall not be construed to limit the public's right of access to public records and meetings as provided by law." Art. I, § 23, Fla. Const.

53. Because the right to privacy is a fundamental right within Florida's constitution, the Florida Supreme Court has required that any law intruding on that right is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means." *See, e.g., Winfield v. Div. of Pari-Mutuel Wagering*, 477 So. 2d 544 (Fla. 1985).

E. The Impact of the Change from Form 1 to Form 6 for Municipal Elected Officials

54. The imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy of municipal elected officials, most of whom receive little or no compensation for their service; (b) unnecessarily risks the safety of such officials (making them targets of, among other things, robbery, identity theft, and extortion); and (c) will deter many otherwise qualified and interested citizens from running for local office.

55. The Florida League of Cities has indicated that over 100 elected municipal officials resigned on or before December 31, 2023, stating that they did not want to be subject to the Form 6 filing requirement (which applies to municipal elected officials in office beginning on January 1, 2024).

56. Requiring that uncompensated (or minimally compensated) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest. Form 1 disclosures have for years provided sufficient transparency to inform the public of potential conflicts, prevent corruption, and create public confidence in government.

COUNT I

VIOLATION OF RIGHT TO PRIVACY UNDER FLORIDA CONSTITUTION

57. The Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 56, inclusive, as if fully set forth herein.

58. This count is an action for declaratory judgment, pursuant to sections 86.011, *et. seq.*, Florida Statutes, seeking a declaration from the Court that the requirement in section 112.3144, Florida Statutes, that municipal elected officials file Form 6 financial disclosures violates article I, section 23 of the Florida Constitution, and is therefore unconstitutional and invalid, and to enjoin the enforcement thereof.

59. Any law that intrudes on Florida's Constitutional right to privacy under article 1, section 23 is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means."

60. Form 6 requires the disclosure of highly private and confidential financial information that the Elected Official Plaintiffs have kept private and desire to continue to keep private.

61. Once disclosure occurs through the filing of Form 6 with the Commission, the highly private financial information will be readily available on the Internet by anyone for many years to come and will be readily associated with the individual filer.

62. Although Plaintiffs recognize the government's interest in preventing conflicts of interest and deterring corruption, SB 774's expansion of section 112.3144 and the requirements of Form 6 to municipal elected officials and candidates is not narrowly tailored to achieve this interest.

63. The highly intrusive disclosures required by Form 6 (as opposed to Form 1 or the forms used by the federal government and every other state in the United States) are not the least restrictive means to accomplish any compelling government purpose.

64. An actual controversy exists between Plaintiffs and Defendants, who have adverse legal interests of sufficient immediacy to warrant the issuance of a declaratory judgment and injunctive relief.

65. All elements necessary to support a cause of action for declaratory relief are present:

a. There is a bona fide, actual, present need for a declaration that the requirement in section 112.3144, Florida Statutes, that municipal elected officials file Form 6 financial disclosures violates article I, section 23 of the Florida Constitution.

b. The declaration sought deals with a present controversy as to an ascertainable set of facts.

c. Plaintiffs' constitutionally protected rights and privileges are dependent upon the law applicable to the facts.

d. The Plaintiffs and the Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint.

e. The antagonistic and adverse interests are all before this Court.

f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

Prayer for Relief

WHEREFORE, the Plaintiffs respectfully request that judgment be entered in their favor:

A. Declaring that the requirement in section 112.3144, Florida Statutes, that municipal elected officials (including the Elected Official Plaintiffs) and candidates file Form 6 financial disclosures violates Article I, Section 23 of the Florida Constitution.

B. Pursuant to the Court's power to grant supplemental relief under section 86.061, Florida Statutes, temporarily and permanently enjoining the Defendants from enforcing section 112.3144 (including the imposition of any fines, penalties, or other enforcement) arising from the failure of any of the Elected Official Plaintiffs or candidates or elected official of any of the Municipal Plaintiffs, for the failure to file a Form 6.

C. Awarding Plaintiffs their costs incurred in bringing this action, and

D. Granting such other relief as this Court deems just and proper.

Dated this 15th day of February, 2024.

WEISS SEROTA HELFMAN
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Fort Lauderdale, FL 33301
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Email: tsander@romanokopplaw.com

Co-Counsel for City of Destin, Florida

Exhibit A

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over $2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

E-FILING SAMPLE

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write “none” or “n/a”)

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write “none” or “n/a”)

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over $10,000)
(If you have nothing to report, write “none” or “n/a”)

Type of Intangible	Business Entity to Which the Property Relates

E-FILING SAMPLE

Liabilities

LIABILITIES (Major debts valued over $10,000):
(If you have nothing to report, write “none” or “n/a”)

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write “none” or “n/a”)

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

E-FILING SAMPLE

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

Exhibit B

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS **PID SAMPLE**

County: SAMPLE COUNTY

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Net Worth

My Net Worth as of December 31, 2023 was $ [AMOUNT].

Assets

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds $1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.

The aggregate value of my household goods and personal effect is N/A.

ASSETS INDIVIDUALLY VALUED AT OVER $1,000:

Description of Asset	Value of Asset

E-FILING SAMPLE

Liabilities

LIABILITIES IN EXCESS OF $1,000:

Name of Creditor	Address of Creditor	Amount of Liability

JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:

Name of Creditor	Address of Creditor	Amount of Liability

Income

Identify each separate source and amount of income which exceeded $1,000 during the year, including secondary sources of income. Or attach a complete copy of your 2022 federal income tax return, including all W2s, schedules, and attachments. Please redact any social security or account numbers before attaching your returns, as the law requires these documents be posted to the Commission's website.

☐ I elect to file a copy of my 2023 federal income tax return and all W2s, schedules, and attachments.

PRIMARY SOURCES OF INCOME:

Name of Source of Income Exceeding $1,000	Address of Source of Income	Amount

SECONDARY SOURCES OF INCOME (Major customers, clients, etc. of businesses owned by reporting person):

Name of Business Entity	Name of Major Sources of Business Income	Address of Source	Principal Business Activity of Source

E-FILING SAMPLE

Interests in Specified Businesses

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Reporting Official or Candidate

Under the penalties of perjury, I declare that I have read the foregoing Form 6 and that the facts stated in it are true.

Digitally signed:

Filed with COE:

E-FILING SAMPLE

Request and Agreement to Serve As Named Plaintiff

On _____, 2024, the [City/Town/Village] of _____ approved Resolution No. _____ (the "Resolution"), authorizing the participation of the [City/Town/Village] of _____, and any of its elected officials who choose to participate, in two lawsuits seeking declarations that the provisions of Section 112.144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 Financial Disclosure Forms is unconstitutional and invalid (the "Lawsuits"). I hereby request and agree to serve as a named plaintiff in the Lawsuits, pursuant to the terms of the Resolution, including the section related to conflicts of interest, and for the law firm of Weiss Serota Helfman Cole + Bierman PL to represent me in the Lawsuits.

Signature: _____

Name: _____

Position: _____

Municipality: _____

Date: _____

RESOLUTION NO. 24-05

A RESOLUTION OF THE CITY CRESTVIEW OKALOOSA, AUTHORIZING PARTICIPATION IN LITIGATION SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form ("Form 6") that requires, among other things, the disclosure of the specific amounts of an official's net worth, income and asset values; and

WHEREAS, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form ("Form 1") that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official's net worth, income and asset values; and

WHEREAS, the Mayor and all current elected members of the City of Crestview (the "City Elected Officials") were elected by the voters of the City subject to and in reliance upon Florida law that required them to annually file Form 1 (not Form 6) financial disclosures forms; and

WHEREAS, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

WHEREAS, in 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein"; and

WHEREAS, because the right of privacy is a fundamental right within Florida's constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

WHEREAS, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

WHEREAS, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1; and

WHEREAS, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and

extortion), and (c) will deter many otherwise qualified and interested citizens from running for office; and

WHEREAS, in fact, over 100 municipal elected officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

WHEREAS, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

WHEREAS, requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

WHEREAS, the imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

WHEREAS, a group of municipalities and municipal elected officials filed two lawsuits, one in State Court and one in Federal Court, on February 15, 2024, seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the "Lawsuits"); and

WHEREAS, the City of Crestview believes it is in the best interest of the citizens and residents of the City to participate in the Lawsuits and urges other municipalities and their elected officials to also participate as plaintiffs.

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

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The City of Crestview hereby authorizes the participation of the City, and any of individual Members of the City Council who choose to participate as plaintiffs, in the Lawsuits.

Section 3 : Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is hereby retained to represent the City in the Lawsuits. The Firm will charge the City a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the City and the individual elected officials who choose to participate as plaintiffs, for the Lawsuits in the trial court. The City and elected officials recognize that such flat fee may be less than the actual attorneys' fees and costs incurred, and that if the City and elected officials prevail in the Lawsuits, the Firm may apply with the Court for its actual reasonable attorneys' and costs from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The City and its elected officials also acknowledges that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation. The City further acknowledges that, from time to time, the Firm may be called upon by client to represent them as to requests for various approvals and as to other matters with respect to or involving the

City. The City hereby waives any potential conflict of interest in the Firm's representation of those clients arising from its representation of the City in the Lawsuit.]

Section 4: The City of Crestview invites and urges other local governments and elected officials to join the City as plaintiffs in the Lawsuit and to coordinate their efforts with the City.

Section 5: The City Clerk is directed to distribute this Resolution to all local governments in Okaloosa County.

Section 6: That the appropriate City Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 7: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

_____
JB Whitten, Mayor

ATTEST:

_____
Maryanne Schrader, City Clerk

Approved as to form:

_____
Jonathan Holloway, City Attorney

CITY OF CRESTVIEW

Item # 12.2.

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Gina Toussaint, Finance Director
DATE:	2/21/2024
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 links to the Noveber and December Monthly Financial Statements, First Quarter Pooled Cash Carryforward as well as the January Check Register.

Follow this link by clicking on the icon with the arrow for the January Check Register.

Follow this link by clicking on the icon with the arrow for the January Amazon ECheck Register.

Follow this link by clicking on the icon with the arrow for the December Monthly Financial Statement

Follow this link by clicking on the icon with the arrow for the November Monthly Financial Statement.

Follow this link by clicking on the icon with the arrow for the Pooled Cash Carry Forward.

GOALS & OBJECTIVES

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

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

No action required.

Attachments

None

Staff Report

CITY COUNCIL MEETING DATE: February 26, 2024
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE:	2/22/2024
SUBJECT:	Monthly Department Report - Community Development Services

BACKGROUND:

This item is an update regarding various aspects of the Community Development Services Department.

DISCUSSION:

CDS Overview

Just before our previous update, the Animal Control and Code Enforcement divisions of CDS were moved to the Police Department. Despite the move, staff in CDS has continued to operate at the same level of efficiency with those divisions and has grown in efficiency working with other departments of the City as well. CDS provides support to Code Enforcement in cases related to unsafe structures and provides permit information, and CDS continues to assist Animal Services in the design of an updated facility. We coordinate with the Director of Operations and our Public Services department to support the various infrastructure projects around the City, pursuing grant applications and obtaining letters of support when applicable. Whenever possible, we work to build strong, lasting relationships with other private and public organizations in the local area.

In an effort to prioritize safety and efficiency, CDS staff worked with our Director of Operations to design a remodel of the Department. This will provide for a more suitable permitting area for the public as well as an improved office layout for staff. We expect to see significant movement on this project throughout the coming year.

Building, Permits and Inspections Division

In the Building Division, we've been able to further improve our customer service ability and solution-focused culture through hiring a new permit technician, as well as a new building inspector. We are able to take more time helping contractors become more familiar with the MyGovernmentOnline (MGO) permitting software, and permitting staff continues to find better ways to integrate this software throughout other departments and divisions in the City. As an example, Last year, our permitting and licensing specialist identified an issue in the MGO system, and pursued permit-holders to recover $308,600.00 of unrealized Public Safety Impact Fees that we wouldn't have otherwise received.

In December, permitting staff organized and conducted a multi-jurisdictional Building Forum to allow local jurisdictions to inform and discuss upcoming building code changes with local contractors, before they took effect. The forum was a success, with 72 in attendance, and the division looks forward to conducting more similar events in the future. Our inspectors continue to pass examinations for new buildings trades and other certifications, achieving 5 in the past year. This division has issued 1365 permits since January 1st, 2023.

Planning and Zoning

The Planning and Zoning Department continues to work more closely with developers to help them navigate

the development process or the process of opening a business. Since January 1st, 2023, we've issued 109 new BTR's, and have renewed 907 BTR's from last year, so far. Last year we were able to bring the BTR to a flat rate and provide a suitable fee for necessary fire inspections that were already being conducted. Staff is currently working with MGO staff to move the Planning and Zoning processes into the MGO system, which will eventually include the BTR process, to further increase efficiency and ease-of-use across the board.

Since January 1, 2023, 619.53 acres of land were annexed through 8 applications. We issued 16 development orders for commercial sites, and 4 development orders for subdivisions, totaling 1,304 proposed residential units (640 lots and 664 multifamily units). There are currently 25 active commercial projects under construction, with an additional 7 in the review process for development order issuance. There are 3 subdivision projects under construction in various phases of development, and an additional 8 in the review process.

Over the past year or so, planning and zoning staff have taken over the planning processes related to the Community Development Block Grant (CDBG) program, and have also begun the process necessary to administer the State Housing Initiatives Partnership (SHIP) program, which both provide funding for various types of improvements and assistance for our Low to Moderate Income areas and Residents. Similarly, staff assisted our CRA in developing grant applications for use in our Community Redevelopment Area downtown. Our planners continue to work with our planning consultants with regard to our upcoming Comprehensive Plan rewrite as well.

Planning staff has cooperated with Okaloosa County as it pertains to transportation planning and their Attainable Workforce Housing Study and hope to help with the County's North-County Planning Study as much as is needed. We've maintained a relationship with Eglin Air Force Base both as a cooperating agency in their placement of a CDC in our area, in addition to a general relationship through other planning subjects such as housing and transportation.

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

FINANCIAL IMPACT

This item is informational and has no financial impact.

RECOMMENDED ACTION

N/A

Attachments

None