



CITY of CRESTVIEW

CITY COUNCIL

CITY COUNCIL REGULAR MEETING AGENDA SEPTEMBER 9, 2024 6:00 P.M. 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 Clint Nelson of LifePoint Church
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
 - 5.1 Proclamation declaring an Observance of 9/11
 - 5.2 Proclamation declaring September 15, 2024 as Jimmy Whittaker Day
- 6. Consent Agenda**
 - 6.1. Memorandum of Agreement, DOH, Bridgeway Center and EMS for the Post Overdose Support Team
 - 6.2. Seizure Fund Transfer
 - 6.3. Data Works Plus, Rapid ID, Software and Hardware Support Agreement Renewal
 - 6.4. Extension of Professional Auditing Services Agreement - Purvis Gray
 - 6.5 Foxwood Estates LPS Change Order 2
 - 6.6 Task Order Amendment 1, Task Order 2023-03 - SW Crestview Bypass Utilities Jacobs
 - 6.7 MOU Approval List
 - 6.8. Approval of City Council Regular Meeting Minutes of August 26, 2024
- 7. Public Hearings / Ordinances on Second Reading**
 - 7.1. Ordinance 1974- General Employees Retirement Board - Early Retirement Window
- 8. Ordinances on First Reading**
- 9. Resolutions**
 - 9.1. Resolution 2024-12, Adoption of FSP Crestview WWTP Solids Handling
 - 9.2. Resolution 2024-14 Designating Building Fund Excess to Future Building Permit Facility

10. Action Items

11. City Clerk Report

11.1. Monthly Update

12. City Manager Report

12.1. Development Report

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Items are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. 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 Girard, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: September 9, 2024

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 8/27/2024
SUBJECT: Pastor Clint Nelson of LifePoint 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: September 9, 2024

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 9/5/2024
SUBJECT: Proclamation declaring an Observance of 9/11

BACKGROUND:

The September 11, 2001, attacks were a series of coordinated suicide attacks carried out by 19 militants associated with the Islamic extremist group al-Qaeda. They hijacked four commercial airplanes and intentionally crashed two into the Twin Towers of the World Trade Center in New York City and a third into the Pentagon in Washington, D.C.

DISCUSSION:

Councilmember Ryan Bullard would like to present a proclamation commemorating the September 11, 2001, attacks on the World Trade Centers and their aftermath.

GOALS & OBJECTIVES

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

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FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

No action required.

Attachments

1. September 11 2024 Proclamation

WHEREAS The September 11 attacks, also known as 9/11, were four coordinated Islamist suicide terrorist attacks carried out by al-Qaeda against the United States on Tuesday, September 11, 2001, and

WHEREAS On September 11, 2001, 19 terrorists hijacked four commercial airliners. They crashed the first two planes into the Twin Towers of the World Trade Center in New York City and aimed the next two flights toward targets in or near Washington, D.C., in an attack on the nation's capital and

WHEREAS The third team succeeded in crashing into the Pentagon, which is the headquarters of the U.S. Department of Defense in Arlington County, Virginia. The fourth plane crashed in rural Pennsylvania following a passenger revolt and

WHEREAS The attacks resulted in the deaths of nearly 3,000 people, injuries to thousands more, and long-term health consequences, as well as at least \$10 billion in infrastructure and property damage, sparking a multi-decade global war on terror and

WHEREAS The event has been described by many as the deadliest terrorist act in human history. It remains the deadliest incident for both firefighters and law enforcement personnel in the history of the United States, resulting in a substantial loss of life from each organization and

WHEREAS on the day of the attacks, New York City Mayor Rudy Giuliani declared, "We will rebuild and emerge even stronger, both politically and economically. The skyline will be restored." and

WHEREAS Every year in New York City, a solemn ceremony is held to honor the victims who lost their lives. During the ceremony, their names are read aloud while mournful music plays in the background. The President of the United States attends a memorial service at the Pentagon and encourages Americans to observe Patriot Day in silence.

AND SO, THEREFORE, I, Council member, Ryan Bullard, encourage everyone to join me in a moment of silence to honor those who lost their lives so senselessly yet bravely. Let us offer our prayers for the survivors, the soldiers, and the first responders who gave their all. We express our gratitude, pay our respects, and mark this day, September 11, as the day our nation began to rebuild.



Ryan Bullard
Council member

Date



Staff Report

CITY COUNCIL MEETING DATE: September 9, 2024

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 9/5/2024
SUBJECT: Proclamation declaring September 15, 2024 as Jimmy Whittaker Day

BACKGROUND:

James "Jimmy" Whittaker was a pillar in our community. He founded WJSB radio, which later became WAAZ radio, currently celebrating its 70th anniversary.

DISCUSSION:

The Proclamation will be presented by Mayor Pro-Tem Doug Capps.

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

1. 70th Anniversary WAAZ Proclamation 2024

Proclamation

70th Anniversary of WAAZ Radio Station

WHEREAS James Thomas Whittaker, better known as Jimmy, was born August 28, 1931, in Wicksburg, Alabama, before moving to Crestview, Florida, at the age of five with his mother, where he attended Crestview High School and later joined the Army during which he attended a radio electronics course at Camp Gordon in Georgia and

WHEREAS After completing the course and fulfilling his active-duty requirement, he returned home to Crestview. There, he began working as the chief engineer at WCNU AM, the first radio station in Crestview, located in Radio Valley at the intersection of S Ferdon Blvd and PJ Adams Pkwy where he met his wife Betty and

WHEREAS When he was nineteen, Jimmy and his stepfather Shelton built their own station. On September 15, 1954, Congressman Robert L.F. Sikes threw the power switch and delivered the inaugural address for WJSB AM, which stood for Jimmy, Shelton, and Betty and

WHEREAS In 1957, Jimmy sold the station to Everette McCrary. Under McCrary's ownership and with Jimmy's engineering, the sister radio station WAAZ FM came on the air on July 15, 1965, on FM frequency 104.9 and

WHEREAS In 1970, Jimmy partnered with W. C. Jones, the founder of the convenience food store chain Tom Thumb and bought back the radio stations from McCrary. Shortly after, Crestview Broadcasting Company was formed as the parent company of the two radio stations. Mr. Whitaker, along with his wife Betty, later bought W. C. Jones' 50% share of the Crestview Broadcasting Company, once again leaving him with sole ownership with his wife

THEREFORE, with the power invested in me, Mayor Pro Tem Doug Capps, do declare September 15, 2024, as

JIMMY WHITTAKER DAY.

Jimmy and Whittaker Communications have made an immeasurable impact on Crestview and Okaloosa County by providing outstanding communication services to various agencies and businesses, including law enforcement agencies, schools, gas districts, and local businesses. Jimmy expanded operations by erecting two additional communication towers and supported the Main Street Crestview Association through airtime donations. In his 70-year career in radio, Jimmy has contributed hundreds of thousands of dollars' worth of airtime promoting the community he loved. The radio stations Jimmy built in Crestview were and always will be community-oriented stations. It is with these accomplishments we honor and recognize publicly Jimmy Whittaker.



On this _____ of _____ 2024.

Mayor Pro Tem Doug Capps



Staff Report

CITY COUNCIL MEETING DATE: September 9, 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
DATE: 9/5/2024
SUBJECT: Memorandum of Agreement, DOH, Bridgeway Center and EMS for the Post Overdose Support Team

BACKGROUND:

In 2023, several members from the local law enforcement, legal and health field community began meetings with each other, as a part of the Healthy Behaviors Meetings program, sponsored by the Okaloosa County Health Department. The Okaloosa County Health Improvement Partnership (OCHIP) was created as a result of these meetings. Over the course of these initial meetings, The Okaloosa County Health Department and the Fort Walton Beach Police Department created what is now formally referred to as the Post Overdose Support Team (POST). The purpose of the program is to engage Okaloosa County community members in a health improvement process through an open, two-way dialogue to reduce the number of adults engaged in substance abuse.

DISCUSSION:

The Post-Overdose Support Team (POST) includes multidisciplinary professionals who provide outreach to people who recently overdosed. Visits may include:

- Directing people to harm reduction services for persons in active use and treatment services for those looking to reduce or stop their substance use.
- Providing naloxone, overdose prevention training, and overdose prevention materials to individuals and family members.
- Improved collaboration for stakeholders involved in opioid response with the shared goal of reducing overdose mortality.

The team includes a law enforcement officer, a behavioral health clinician, and a community paramedic for Phase I.

A peer will be added in Phase II.

Outreach is conducted within 24-72 hours following an opioid overdose.

In brief, the program is designed for the support team to respond to a location where an overdose occurred within 72 hours. The team is currently comprised of three members; one law enforcement officer, one behavioral health clinician and one community paramedic. The goal is to provide resources to the victim and others at the location to potentially reduce the risk of future overdoses.

Attached documents include:

- Memorandum of understanding between the Okaloosa County Health Department, Bridgeway Center, Okaloosa County EMS and the Crestview Police Department.

- Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement and the Florida Information Protection Act of 2014
- Community Resource Flyer
- POST Implementation Plan

GOALS & OBJECTIVES

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

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FINANCIAL IMPACT

The Crestview Police Department will provide one police officer to assist the team. The POST team is scheduled to respond to Crestview two days a week, for approximately two hours each day. The Okaloosa County Health Department has secured grant funding to reimburse agencies and employees who participate in the POST.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Memorandum of Agreement.

Attachments

1. FY25 MOA DOH_BCI_OCEMS_CVPD
2. FY25 BAA DOH_BCI_OCEMS_CVPD
3. Community Resource Flyer
4. 24_06 OCHIP POST Implementation Plan

**MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF HEALTH, OKALOOSA COUNTY
AND
BRIDGEWAY CENTER, INC
AND
OKALOOSA COUNTY EMERGENCY MEDICAL SERVICES
AND
CRESTVIEW POLICE DEPARTMENT**

This Memorandum of Agreement is entered into when signed by all parties, by and between the State of Florida, Department of Health in Okaloosa County, referred to as the “Department” and Bridgeway Center, Inc., referred to as “BCI”, Okaloosa County Emergency Medical Services, referred to as “EMS”, and the Crestview Police Department, referred to as “CVPD”.

WHEREAS, the Department is responsible for the public health system in Okaloosa County, which is designed to promote, protect, and improve the health of its citizens; and

WHEREAS, the parties would like to collaborate for the Post Overdose Support Team (POST) seeks to serve Okaloosa County residents in need of support and access to treatment to stop the cycle of substance use and addiction. The program will operate with the understanding that individuals should select the treatment option(s) most appropriate for them. Each path to recovery is different and no options are mutually exclusive; individuals may request participation in Medication Assisted Treatment (MAT) and faith-based support groups or any number of treatment combinations.

NOW, THEREFORE, the parties agree as follows:

Definitions

Outreach – cold call where the team responds to the residence of someone who has recently experienced an opioid overdose or was administered an opioid reversal medication.

Outreach team – one member from each agency: BCI, CVPD and EMS.

Jurisdictional boundaries – refer to law enforcement agency area of service by municipality.

Unite Us platform – online community wide resource referral platform.

Social network – members of an outreach recipient’s family, household or personal network who may or may not be present at the time of outreach.

Key stakeholders – participating agencies and members of the Okaloosa County Health Improvement Partnership and Okaloosa County Board of County Commissioners.

Positive initial contact – team members were able to communicate with the individual during the outreach attempt.

Negative initial contact – team members were not able to communicate with the individual during the outreach attempt.

Department responsibilities:

1. Oversee management of the Unite Us platform.
2. Manage referral data and data entry into Unite Us for program evaluation and reporting.
3. Facilitate meetings and report out on progress to key stakeholders.
4. Develop and maintain training plans, training records, sign in sheets, statement of work, implementation plan, evaluation plan, memorandum of agreement or other documents developed in the process of executing this agreement.
5. Coordinate training and evaluation meetings.
6. Conduct program evaluation and serve as program managing entity.
7. Quality improvement efforts will be conducted regularly as needs are identified.
8. Conduct education and outreach efforts in the community to advance programmatic goals.
9. Sign a Business Associate Agreement outlining HIPAA compliance and adhere to agreement of such prior to participation.
10. Maintains knowledge of community resources to make appropriate verbal referrals to applicable resources as needed.

BCI responsibilities:

1. Participate in regular meeting prior to conducting outreach to include reviewing overdose response data, relevant data from other participating agencies and referral sources, discuss potential concerns.
2. Maintains knowledge of community resources to make appropriate verbal referrals to applicable resources as needed.
3. Provide resource documents to the individual and social network.
4. Conduct outreach on a regular basis as agreed upon by all parties between Monday and Friday of the given week.
5. Outreach will be conducted in accordance with the Implementation Plan, training and operations sections.
6. Conduct onsite assessment for social and economic factors impacting health, make appropriate referral recommendations to local treatment providers, and help develop a care coordination plan.
7. Follow up with the individuals after the initial outreach encounter.
 - a. Individuals who received a positive initial contact will receive a follow-up contact within two weeks of the initial contact. Contact will be made via phone, text or postcard mailer.
 - b. Individuals with a negative initial contact will have receive a follow-up contact within two business days of the initial contact attempt. Contact will be made via phone or text.
8. Outreach team member involved in outreach must complete all mandatory trainings in compliance with the participant training plan.
9. Following each outreach visit, one member of the team will complete a Debrief Discussion form via Microsoft Forms to document outcomes, progress, and perceptions.
10. Enter data and referral into Unite Us for initial onsite assessment and referral acceptance from the individual visited. Only individuals accepting a referral onsite or via phone should be entered into Unite Us.
11. Sign a Business Associate Agreement outlining HIPAA compliance and adhere to agreement of such prior to participation.

EMS responsibilities:

1. Participate in regular meeting prior to conducting outreach to include reviewing overdose response data, relevant data from other participating agencies and referral sources, discuss potential concerns.

2. Maintains knowledge of community resources to make appropriate verbal referrals to applicable resources as needed.
3. Conduct outreach on a regular basis as agreed upon by all parties between Monday and Friday of the given week.
4. Conduct overt health assessment and provide any immediate medical services in alignment with agency policy and provide appropriate care or support as identified.
5. Outreach will be conducted in accordance with the Implementation Plan, training and operations sections.
6. Outreach team member involved in outreach must complete all mandatory trainings in compliance with the participant training plan.
7. Following each outreach visit, one member of the team will complete a Debrief Discussion form via Microsoft Forms to document outcomes, progress, and perceptions.
8. Sign a Business Associate Agreement outlining HIPAA compliance and adhere to agreement of such prior to participation.

CVPD responsibilities:

1. Participate in regular meeting prior to conducting outreach to include reviewing overdose response data, relevant data from other participating agencies and referral sources, discuss potential concerns.
2. Maintains knowledge of community resources to make appropriate verbal referrals to applicable resources as needed.
3. Conduct outreach on a regular basis as agreed upon by all parties between Monday and Friday of the given week.
4. Outreach will be conducted mid-morning and remain within jurisdictional boundaries.
5. Ensure onsite safety of participants and serve as the lead for implementing the safety and or risk mitigation plan.
6. Outreach team member involved in outreach must complete all mandatory trainings in compliance with the participant training plan.
7. Following each outreach visit, one member of the team will complete a Debrief Discussion form via Microsoft Forms to document outcomes, progress, and perceptions.
8. Sign a Business Associate Agreement outlining HIPAA compliance and adhere to agreement of such prior to participation.

I. TERM

This Memorandum of Agreement will remain in effect for one year and/or until the Memorandum of Agreement is terminated by either party.

II. SPECIAL CONSIDERATIONS

Confidentiality. Where applicable the parties will comply with the Health Insurance Portability and Accountability Act as well as regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

Indemnification. Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with Section 768.28, Fla. Stat. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

III. GENERAL CONSIDERATIONS

Amendments. No modifications or amendment to the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.

Waiver of Breach. The failure on the part of either party to enforce any material provision of this Memorandum of Understanding on any single occasion shall not constitute a waiver of the right to enforce any and all material provisions of this Memorandum of Understanding.

Venue. This Memorandum of Understanding is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

Independent Contractor. By this Memorandum of Understanding the parties intend to establish between them the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors, or other contractors thereof shall not be deemed by virtue of the Memorandum of Understanding to be officers, agents, or employees of the other party.

Termination. Any party may terminate this Memorandum of Understanding, with or without cause, with a minimum of thirty (30) days written notice to the other party.

Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery.

Cooperation with the Inspector General: The parties acknowledge and understand that they have a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to Section 20.055 (5), Florida Statutes.

The Department, BCI, EMS, and OCSO representatives are as follows:

Attn: Amanda Colwell
State of Florida, Department of Health
Okaloosa County
221 Hospital Dr. NE
Fort Walton Beach, FL 32548

Attn: Bonnie Barlow, CEO
Bridgeway Center, Inc.
205 Shell Ave.
Fort Walton Beach, FL 32548

Attn: Darrel Welborn, Emergency Medical Services Chief
Okaloosa County Emergency Medical Services
90 E College Blvd.
Niceville, FL 32578

Attn: Stephen McCosker, Chief of Police
Crestview Police Department
201 Stilwell Blvd
Crestview, FL 32539

IV. EFFECTIVE DATE

This Agreement shall become effective upon the date of its execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

Elizabeth Smith, MSN, RN
Health Officer/CHD Administrator
Florida Department of Health
Okaloosa County

Bonnie Barlow
President/Chief Executive Officer
Bridgeway Center, Inc.

Date

Date

Darrel Welborn
Emergency Medical Services Chief
Okaloosa County Emergency Medical
Services

Stephen McCosker
Chief of Police
Crestview Police Department

Date

Date

BUSINESS ASSOCIATES AGREEMENT

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement and the Florida Information Protection Act of 2014

This Agreement is entered into between the State of Florida, Florida Department of Health ("Covered Entity"), Bridgeway Center, Inc., Crestview Police Department and Okaloosa County Board of County Commissioners ("Business Associate").

The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C; Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations. This Agreement corresponds to the following contract or purchase order

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Notwithstanding the above, "Covered Entity" shall mean the State of Florida Department of Health. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Part I: Privacy Provisions

2.0 Obligations and Activities of Business Associate

- a) Business Associate agrees to not use or further disclose Protected Health Information ("PHI") other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
- b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information as provided for by this Agreement.
- c) Business Associate agrees to take reasonable measures to protect and secure data in electronic form containing personal information as defined by §501.171, Florida Statutes.
- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, access, or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- e) Business Associate agrees to report to Covered Entity any use, access, or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- g) Business Associate agrees to make available protected health information in a designated record set to the Covered Entity within 10 days of a request, or directly to an

BUSINESS ASSOCIATES AGREEMENT

Individual or the Individual's designee in a prompt and reasonable manner consistent with the time frames established in the Covered Entity's Information Security and Privacy Policy, in order to meet the requirements under 45 CFR 164.524.

- h) Business Associate agrees to ensure no more than the reasonable cost-based fee, permitted under 42 CFR 164.524, is charged to an individual requesting copies of their protected health information.
- i) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.
- j) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- k) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- l) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
- m) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.
- n) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).
- o) Business Associate agrees to comply with all aspects of §501.171, Florida Statutes.

3.0 Permitted or Required Uses and Disclosures by Business Associate General Use and Disclosure.

- a) Except as expressly permitted in writing by Department of Health, Business Associate may use Protected Health Information only as necessary to perform the services set forth in the contract or purchase order, as referenced herein. Business Associate shall not disclose information to any third party without the expressed written consent of the Covered Entity.
- b) Business Associate may use or disclose protected health information as required by law.
- c) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity.
- d) (d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services relating to health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e) (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

4.0 Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

BUSINESS ASSOCIATES AGREEMENT

- a) Covered Entity shall provide Business Associate with its notice of privacy practices developed in accordance with 45 CFR 164.520, as well as any changes to such notice.
- b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.
- c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Confidentiality under State Law.

- a) In addition to the HIPAA privacy requirements and the data security requirements of §501.171, Florida Statutes, Business Associate agrees to observe the confidentiality requirements of Chapter 381, Florida Statutes and any other Florida Statute relating to the confidentiality of information provided under this agreement.
- b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:
 - 1. Appear at a deposition to give sworn testimony and may also require that certain records be brought to be examined as evidence.
 - 2. Appear at a hearing or trial to give evidence as a witness and may also require that certain records be brought to be examined as evidence.
 - 3. Furnish certain records for examination, by mail, or by hand-delivery.
 - 4. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.
- c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys' fees, resulting from the breach of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7.0 Term and Termination.

- a) Term.
The Term of this Agreement shall be coterminous with the underlying contract or purchase order, giving rise to this Agreement.
- b) Termination for Cause.

BUSINESS ASSOCIATES AGREEMENT

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.

c) Effect of Termination.

1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.
2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination.
3. Business Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of Protected Health Information not feasible.
4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

Part II: Breaches and Security Incidents

8.0 Privacy or Security Breach.

Business Associate will report to Covered Entity's Privacy Officer or the Covered Entity's contract manager within 2 business days after the discovery, any unauthorized access, use, disclosure of Covered Entity's protected health Information not permitted by the Business Associates Agreement along with any breach of Covered Entity's unsecured protected health information. Business Associate will treat the breach as being discovered in accordance with 45 CFR §164.410. If a delay is requested by a law enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying the Covered Entity for the applicable time period. Business Associates report will at a minimum:

BUSINESS ASSOCIATES AGREEMENT

- a) Identify the nature of the breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any breach and the date of discovery of the breach;
- b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or breach (such as whether name, social security number, date of birth, home address, account number or other information was disclosed/accessed) on an individual basis;
- c) Identify who made the non-permitted use or disclosure and who received it;
- d) Identify what corrective action or mitigation Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further breaches;
- e) Identify what steps the individuals who were subject to a breach should take to protect themselves;
- f) Provide such other information, including a written report, as Covered Entity may reasonably request.

8.1 Security of Electronic Protected Health Information.

Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), and the Florida Information Protection Act (FIPA) §501.171, Florida Statutes, so that the Covered Entity may meet compliance obligations under HIPAA-AS and FIPA the parties agree:

- a) Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) and Personal Information (as defined in §501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity consistent with the Security Rule.
- b) Reporting Security Incidents. Business Associate will report to Covered Entity within 48 hours of discovery any successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or unauthorized access of data in an electronic form containing Personal Information as defined in §501.171, Florida Statute, or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware.

8.2 Corrective Action.

- a) Business Associate agrees to take prompt corrective action and follow all provisions required in state and federal law to notify all individuals reasonably believed to be potentially affected by the breach.
- b) Cure: Business Associate agrees to take prompt corrective action to cure any security deficiencies.

Part III

9.0 Miscellaneous.

- a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.

BUSINESS ASSOCIATES AGREEMENT

- b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Personal Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or FIPA applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
- c) Survival. The respective rights and obligations of Business Associate under Section 7.0 of this Agreement shall survive the termination of this Agreement.
- d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida.
- e) No third-party beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
- g) Venue. The venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.
- h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement or for penalties imposed by the HHS Office of Civil Rights for any violations of the Federal Privacy Rule caused by the Business Associate. Additionally, Business Associate shall indemnify the State of Florida for any time and expenses it may incur from breach notifications that are necessary under either §501.171, Florida Statute or the HIPAA Breach Notification Rule, 45 CFR §§ 164.400-414, which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.
- i) Assignment. Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.
- j) E-Verify. Effective January 1, 2021, Business Associate is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Business Associate under this Agreement, pursuant to section 448.095, Florida Statutes. Also, the Business Associate must include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement use the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of services under this Agreement. The subcontractor must provide the Covered Entity with an affidavit stating that the subcontractor does not employ, contract

BUSINESS ASSOCIATES AGREEMENT

with, or subcontract with an unauthorized alien. The Business Associate must maintain a copy of such affidavit for the duration of the Agreement. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Covered Entity of such, but the Business Associate otherwise complied with this statute, the Business Associate must immediately terminate the subcontract with the subcontractor.

For: **DEPARTMENT OF HEALTH**

By: Elizabeth Smith, MSN, RN

Title: Health Officer/CHD Administrator

Date: _____

For: **BRIDGEWAY CENTER, INC.**

By: Bonnie Barlow

Title: President/CEO

Date: _____

For: **OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

By: Paul Nixon

Title: Chairman

Date: _____

For: **CRESTVIEW POLICE DEPARTMENT**

By: Stephen McCosker

Title: Chief of Police

Date: _____

211 NORTHWEST FLORIDA

- Information and referral service for community resources and services
- Information on emergency food and shelter resources, services for families and seniors, healthcare, childcare, disability services, counseling and mental health services, and more
- Visit www.211nwfl.org, dial 2-1-1, or text your zip code to 898211 M-F, 9:00a.m.-5:00p.m.

HOPE FLORIDA

- Hope Navigators
- Identify barriers, develop goals
- Referrals to local, community-based partners
- One-on-one support to map out a plan to achieve prosperity and self-sufficiency
- Call 850.300.HOPE

FREEDOM LIFE COMPASS

- Referral source for programs, halfway houses, and resources
- To help individuals coming out of homelessness, addiction, incarceration, and trafficking
- Officers can give out rack cards or the **officer** may call Stephanie
- 850.420.8280 or contactus.flc@gmail.com

BRIDGEWAY

- Behavioral Wellness Clinic
- Outpatient psychiatric assessments, medication monitoring, assistance to pharmaceutical programs
- Sliding scale discounts, Medicaid, Medicare, and self-pay
- Call 850.833.7500 or text 850.788.8870

LAKEVIEW CENTER

- Comprehensive psychiatric care
- Assessment, evaluation, counseling, crisis care, case management, pharmacy, medication management, and psychosis care
- Mobile Response Team - 866.517.7766

988 SUICIDE & CRISIS LIFELINE

- Free 24/7 access to confidential support from a trained crisis counselor
- For individuals experiencing mental health-related distress
- Call or text 9-8-8, or visit 988lifeline.org

GULF COAST SEXUAL ASSAULT PROGRAM

- Trauma-informed therapy, support groups, and art therapy
- 24/7 hotline or self-referral
- Accepts **adult** victims with historical trauma-related to sexual violence and recent assaults
- No injury beyond sexual assault, officer may bring victim to GCSAP Shalimar location to be examined by SANE nurse
- 24/7 hotline: 866.218.4738

FLORIDA VETERANS SUPPORT LINE

- Free 24/7 confidential emotional support
- Referrals to VA-funded community-based services
- 1-844-MyFLVet (693-5838)

BRIDGEWAY

- 24-Hour Out-patient Detox: 850.200.0344
- MAT Clinic: 850.812.3334
- Combines behavioral therapy and prescription medications
- Medicaid, Medicare, Tricare, and the Uninsured

LAKEVIEW CENTER

- Opioid and medication-assisted treatment
- Intensive-outpatient treatment
- Outpatient counseling
- MRT
- 866.517.7766

PATH OF GRACE

- 16 to 24-month inpatient recovery program for women
- Christ-centered teachings
- Licensed mental health counselors
- 850.654.8500 or pathofgrace.net

HAVEN HOUSE

- 12-step recovery program for men
- Integrates spiritual teaching with medical intervention
- 850.622.3774 or havenhouserecovery.com

PROJECT HOPE

- 12 to 15-month inpatient recovery program for men
- Christian discipleship process
- 844.357.4673 or projecthoperc.com

EMERALD COAST LIFE CENTER

- Trauma-informed recovery support, tools, resources for families and communities.
- Person-centered health and wellness.
- 850.612.5640
- www.emeraldcoastlifecenter.org

SAVING GRACE

- 12-month inpatient recovery program for women
- Christian faith-based program
- 866.648.8650 or savinggracewh.com

OPPORTUNITY PLACE

- Temporary emergency housing for single women and families
- Assistance securing employment, financial stability, and housing
- Personal case management and connection to community resources
- 850.659.3190

ONE HOPEFUL PLACE

- Homeless shelter for single men, women, and veterans experiencing homelessness
- Assistance with documentation for low-income housing or adult living facilities
- Can refer by calling 850.586.7879
- Officers should call Donna Morgan at 850.376.5386 or Liz Qualiana at 850.376.4069 prior to drop off

CRESTVIEW AREA SHELTER FOR THE HOMELESS

- Shelter prospective clients must do intake with case manager prior to admittance
- Services for individuals experiencing homelessness and near homelessness
- 850.398.5670

FREEDOM HOUSE

- Transitional housing program for women exiting homelessness, incarceration, human trafficking, and addiction treatment
- Provides life skills training, counseling, and individualized care plans
- Must have 90 days of sobriety
- 850.461.2256

OXFORD HOUSE

- Safe, affordable, family houses for people recovering from alcohol or drug addiction
- Provides life skills training
- 24/7 peer support
- Must have completion of alcohol or drug treatment
- Must have completion of medical detoxification program
- Cost of living is shared. Weekly costs range from \$135 to \$225 per person
- Apply online or call (601).402.6864

SHELTER HOUSE

- Certified domestic violence center for women, men, and their children
- 24-hour domestic violence: 850.863.4777
- 24-hour sexual assault helpline: 850.226.2027
- Confidential shelter, crisis counseling, advocacy, outreach, hospital accompaniment, and more
- Survivor must make contact to receive services
- 850.243.1201 (office)

CALM HOUSE

- CALM = Crisis Aid for Littles and Moms
- Transitional housing, life skills training, and resources
- For mothers and their children in crisis situations for up to six months
- 850.279.6419

FRESH START

- Educational, vocational, and economic housing for homeless families.
- Transitional 1 year housing
- 1 year affordable housing to graduates of transitional program.
- Drug/alcohol screening, employed 4-6 weeks on entry
- 850.243.5648

HOUSING AUTHORITIES

- Public housing in Crestview (850.682.2413), Niceville (850.678.7816), and FWB (850.243.3224)
- Eligibility based on income, citizenship, age, disability status, and household
- Section Housing Choice Vouchers
- Eligibility based on household income, size, and composition
- Must apply through local PHA

CATHOLIC CHARITIES

- Past due rental assistance
- Screening 9-11a.m. - 2nd & 4th Monday each month
- For assistance, individual can call 850.244.2825 ext 1

HOMELESSNESS & HOUSING ALLIANCE

- Connects people experiencing homelessness to housing and to other community services and resources
- 850.409.3070

CATHOLIC CHARITIES

- Public housing in Crestview, Niceville, and FWB
- Eligibility based on income, citizenship, age, disability status, and household
- Section Housing Choice Vouchers
- Eligibility based on household income, size, and composition
- Must apply through local PHA
- 850.244.2825

SHARING & CARING

- Past due rental assistance
- Screening 9-11a.m. - 2nd & 4th Monday each month
- For assistance, individual can call 850.244.2825 ext 1

OTHER FOOD ASSISTANCE

- FWB, Mary Esther, & Destin
 - Beulah Baptist, First Baptist Church of Mary Esther, Greater Pease Missionary Baptist, Hollywood Baptist, S4P Synergy
- Crestview
 - Auburn Pentecostal, Central Baptist Church, Catholic Care Center, Life Point Church, First Baptist Church of Crestview, New Beginnings Church, Our Lady of Victory
- Niceville
 - First Baptist Church of Niceville, Niceville Catholic Outreach

DEPARTMENT OF HEALTH

- Family planning, STD evaluation and treatment, HIV-AIDS primary care services, PrEP services, breast and cervical cancer screenings, pregnancy testing, WIC, immunizations for children, pediatric dental
- Insured, uninsured and underinsured
- 850.833.9240

HOPE MEDICAL CENTER

- Primary care, women's health, prescription assistance, mental health counselors, lab work, case management, referrals
- No walk-ins
- Uninsured and medically underserved
- 850.837.8424

BRIDGEWAY

- Primary care
- Well child services
- Screenings
- Uninsured
- 850.833.7500

CROSSROADS MEDICAL CLINIC

- Primary and preventive care, assistance with medication, dental care, and patient education
- Counseling and patient liaison services
- Low-income and uninsured adults
- 850.389.3015

COMMUNITY RESOURCES: FAMILY SUPPORTS

PARAKALEO SUPPORT GROUP

- Support group for those with loved ones suffering from life controlling circumstances.
- Meet Wednesday evenings at 6:00 p.m. at Church on Bayshore in Niceville

A SAFE HAVEN FOR NEWBORNS

- Safe Haven Relinquishment, Medical Issues, Necessities
- Housing/Shelter, Legal Issues, Burial Services
- Abuse Intervention, Counseling/Parenting Education
- Financial Assistance, Adoption Issues, Education
- Statewide, 24/7, tri-lingual hotline is 877.767.2229

CELEBRATE RECOVERY

- Faith-based recovery support group for life's 'hurts, habits, and hang ups'
- Meets in multiple locations - Niceville, FWB, Crestview, DeFuniak & Freeport.
- Programs for all ages, including teens!
- 850.243.7595
- celebraterecovery.com

THE PEARL PROJECT

- Parenting classes and caregiver support groups.
- Family event nights and Mom's Night Out.
- 352.405.5005

EARLY LEARNING COALITION

- Child Care Resource & Referral: FREE helps families find and select early learning programs
- Connects families to community agencies, resources, and financial options for child care
- School Readiness
- 850.833.3627

HEALTHY START

- Assistance with finding a doctor
- Childbirth education
- Fatherhood & Doula programs
- Family Planning
- 850.833.9284

BRIDGEWAY COMMUNITY ACTION TEAM (CAT)

- Mental health help for families
- Provides treatment that promotes family wellness and stability
- Social service referrals
- 24-hour on-call family support.
- Therapy focuses on parenting skills, behavior change, and social skill development
- Okaloosa residents, ages 11-21, are eligible for CAT Team services
- 850.833.7500

CHILDRENS HOME SOCIETY

- **Residential Care:** Teens and young adults who experienced abuse, abandonment, or neglect
- Housing with staff who help with communication and decision-making skills
- **Outpatient Treatment and Family Counseling:** Outpatient treatment, conflict resolution, family therapy, trauma/grief counseling, and substance use support
- Family counseling services
- 850.833.3875

LAKEVIEW CENTER

- **Children's Services:** Mental health, substance misuse, specialized autism care, infant and early childhood mental health services, and residential, outpatient, community-based and crisis treatment services.
- **Adult Services:** Assists adults with mental illnesses, drug and alcohol dependencies, intellectual disabilities, and residential, outpatient, community-based and crisis treatment services.
- **Child Welfare:** Family care service provides court-ordered assessments and recommendations for behavioral health, educational, and medical services for children.
- 850.432.1222

OPPORTUNITY PLACE

- Essential services to homeless families and single women.
- **Safe Shelter:** Low-barrier temporary emergency shelter for families and single women who are homeless.
- **Case Management:** Services focus on housing and financial stability. Case management for each family unit, ensuring families stay together.
- **Supportive Services:** Residents receive housing, nutritional meals, assistance with job searching, finding permanent affordable housing, budgeting, and child care.
- 850.659.3190

FRESH START

- Provides housing assistance and support services for homeless families. They operate three major programs:
- **Transitional Housing:** This one-year educational program includes housing and is designed to help families achieve self-sufficiency.
- **Affordable (Step-up) Housing:** Geared towards graduates of the transitional housing program, this one-year program offers reduced rent while individuals recover and build their financial and rental credit history.
- **Repeat Street Thrift Store**
- 850.243.5648

HABITAT FOR HUMANITY

- Homeownership program that assists families with finding affordable housing. Criteria include the applicant's level of need, their willingness to partner with Habitat and their ability to repay a mortgage through an affordable payment plan.
- Humanity ReStore program sells new and gently used furniture, home accessories, building materials and appliances to the public at a fraction of the retail price.
- Serves Walton and Okaloosa County
- 850.685.0686

COMMUNITY RESOURCES: YOUTH SUPPORTS



ELEANOR J. JOHNSON YOUTH CENTER

- Provides after-school tutoring and summer activities for low-income families with children 6 to 15 years old.
- Offers educational and recreational activities including a Dance Team and Lego Block Program
- Food Programs
- 850.244.5991

CELEBRATE RECOVERY

- Faith-based recovery support group for life's 'hurts, habits, and hang ups'
- Meets in multiple locations - Niceville, FWB, Crestview, DeFuniak & Freeport.
- Programs for all ages, including teens!
- 850.243.7595
- celebraterecovery.com

EMERALD COAST LIFE CENTER

- Children, youth, and family support classes. 850.612.5640
- www.emeraldcoastlifecenter.org

EMERALD COAST CHILDREN'S ADVOCACY CENTER

- Free, trauma informed therapy services to children ages 2 and up who experienced abuse, neglect, or trauma
- Advocacy team with victim and mental health advocacy for each child
- CARES program with parent education and services for child development, budgeting, and other services
- 850.610.7404

UNITED WAY EMERALD COAST

- Little Free Pantries available with nonperishable foods available for free.
- Multiple locations:
 - United Way Satellite Office (290 Martin Luther King Jr Ave, Crestview)
 - GFWC Women's Club of Crestview (150 Woodlawn Dr, Crestview)
 - United Way Main Office (112 Tupelo Ave SE, FWB)
 - The Children's Center (343 Holmes Blvd NW, FWB)
 - Kid's Discovery (2265 US-98, Mary Esther)

JUNIOR LEAGUE OF THE EMERALD COAST

- Child Clothing Closets
- Available at: Edwins Elementary, Elliott Point Elementary, and Wright Elementary
- 850-460-8980

A BED 4 ME

- A Bed 4 Me provides beds to children ages 2 to 18 who do not have a bed of their own.
- Prevents children from sleeping on the floor or other spaces that are not a bed.
- <https://abed4me.org/>
- 850.280.5519

FRESH START FOR FAMILIES AND CHILDREN

- Repeat Street Thrift Store
- 10 Walter Martin Rd NE Fort Walton Beach, FL
- (850) 243-5648

PEARL PROJECT KID TO KID CLOSET

- Foster, adoptive, kinship families get what you need FREE!
- Mondays 11 - 1 or by appointment
- Crosspoint Church t in Niceville
- 352.405.5950

NO KID HUNGRY

- Text "FOOD" to 304-304 for participating locations in Okaloosa County
- <https://www.nokidhungry.org/>

HOPE HOUSE YOUTH SHELTER

- The goal of LSF Youth and Teens Services is to reunite and help heal families that may be torn apart by conflict due to challenging behaviors of teens. Programs include short-term, residential shelters for runaways and troubled youth, ages 10-17, as well as individual and family counseling.
- Screening, Assessments, and Referrals
- Temporary Shelter
- Counseling
- Intervention
- Case Management
- Aftercare/Follow-Up for 60 days
- 850.682.2374

CHILDREN IN CRISIS

- Provides homes for the abused, neglected and abandoned children of Northwest Florida. The Children's Neighborhood provides an emergency shelter for young children, and the family foster homes help with the severe shortage of foster homes in our community.
- Emergency shelter
- Foster Homes
- Opportunity Place
- (850) 864-4242
- <https://childrenincrisisfl.org/>

NORTHWEST FLORIDA HEALTH NETWORK

- NWF Health Network contracts with partnering agencies for the delivery of child protection services including case management and independent living, foster home management, adoption services, family intervention services, supervised visitation services, residential group care, and shelter services.
- (850) 803-5160
- <https://nwfhealth.org/child-protection/>

IMPLEMENTATION PLAN

PROGRAM OVERVIEW

- *Post-Overdose Support Teams (POST) include multidisciplinary professionals who provide outreach to people who recently overdosed. Visits may include:*
 - *Directing people to harm reduction services for persons in active use and treatment services for those looking to reduce or stop their substance use.*
 - *Providing naloxone, overdose prevention training, and overdose prevention materials to individuals and family members.*
 - *Improved collaboration for stakeholders involved in opioid response with the shared goal of reducing overdose mortality.*
- *The team includes a law enforcement officer, behavioral health clinician, and community paramedic for Phase I. A peer will be added in Phase II.*
- *Outreach is conducted within 24-72 hours following an opioid overdose.*

SECTION 1: TEAM

1. TEAM EXPECTATIONS

- a. The program will operate with the understanding that individuals should select the treatment option(s) most appropriate for them. Each path to recovery is different and options are NOT mutually exclusive.
- b. Individuals may request participation in Medication Assisted Treatment (MAT) and faith-based support groups or any number of treatment combinations.
- c. Team members will explain local services in a professional, unbiased manner, with the understanding that each individual should be empowered to choose the option(s) best for them and/or their family.

2. TRAINING

- a. All program participants must complete all mandatory trainings in accordance with the Participant Training Plan. Anyone involved in fieldwork must complete a drug intervention and safety training.
- b. Additional trainings may be added based on program needs.
- c. See Appendix A for details.

SECTION 2: PROTOCOL

3. PROGRAM ACTIVITIES: PHASE I

TEAM MEETINGS

- a. POST members will hold regular meetings prior to conducting outreach. They will review law enforcement and EMS data to determine the number of residences to visit on a given day. They will also discuss any potential concerns (i.e. warrant(s), safety, location, access).
- b. Further in the program, members may review notes in Unite Us or other details from previous POST encounters.

i. COMMUNICATION

- (1) Each law enforcement agency will have a main point of contact to communicate with the paramedic and clinician.

- (2) This is done to reduce confusion regarding which officers are scheduled to the outreach team on a designated day.
- (3) Team members will utilize a text thread, email, and in person communication at team meetings to share information.

OUTREACH

- c. Outreach will be conducted on a Monday-Friday schedule. Table 1.0 shows the proposed schedule for county-wide roll out. Outreach times will be mid-morning and remain within jurisdictional boundaries.
- d. Field visits will be conducted as cold calls. Outreach may be conducted multiple times based on the number of overdoses an individual experiences.
- e. Location(s) may be determined by incident occurrence and/or address of record. All visits should be conducted in a discretionary manner and information should not be disclosed with those not directly involved without permission.
- f. The Community Paramedic will knock on the door using a soft knock. The law enforcement officer will be present at the knock to establish legitimacy. The clinician and paramedic will initiate conversation, while the law enforcement officer uses their discretion to back away once contact is made.
- g. If contact is made with an individual, team members will engage in dialogue to help the person towards recovery and inform them of available local resources. Using personal discretion, team members will discuss enrollment options and share resources for family members/social network as applicable.
- h. Team members should always use their discretion during outreach. Some additional considerations include:
 - i. Begin initial conversation with language akin to 'we are following up on a recent EMS response' or 'we are conducting a wellbeing check' rather than outright stating their recent overdose.
 - ii. Always work to establish rapport and build trust with individuals. Some may be more receptive to services/resources than others.
 - iii. Have an exit strategy and utilize the team safety plan as needed.
 - iv. Consider parking a few houses down the street or in a discreet manner to avoid drawing unwanted attention during outreach.
- v. **TEAM ATTIRE**
 - (1) Wear approved uniforms in accordance with agency standard.
 - (2) It is preferred law enforcement officers wear vests under their clothing rather than outward. Less obvious uniforms are better received during outreach visits according to program pilot feedback.
 - (3) In the future, branded polos may be provided to program participants.
- i. If no contact is made, literature will be left in an anonymous manner at the location for accessing resources. Additional visits may occur.
- j. Following each outreach visit, the team will complete a debrief discussion, generally while traveling to the next location. They will submit only one survey response via Microsoft Forms to document outreach outcomes and perceptions.

Table 1.0 POST-OVERDOSE SUPPORT TEAM SCHEDULE					
	Mon	Tues	Wed	Thurs	Fri
8:30 a.m. – 10:30 a.m.	FWBPD	CVPD	OCSO – East + Niceville/ Val P PD	FWBPD	OCSO – East + Niceville/ Val P PD
11:00 a.m. – 1:00 p.m.	OCSO – Central + Shalimar PD	OCSO – North	OCSO – Central + Shalimar PD	CVPD	OCSO – North

METHOD OF REFERRAL

- k. POST members will have a Unite Us license allowing for data entry and referral. The clinician will conduct referrals based on their initial onsite assessment and interest from the individual visited. A field outreach form may also be utilized.
- l. Members can track referral progress and status within the Unite Us platform.
- m. Prior to the launch of the Unite Us platform, community resource sheets will be utilized for referral organizations. Additional resources for family members and/or youth will also be provided, as applicable.

RISK MITIGATION PLAN

- n. Team members will refer to the Risk Mitigation Plan when preparing for outreach. The plan includes greater details of safety measures and considerations.
- o. If the outreach is deemed too great of a risk, other measures will be taken.
- p. See Appendix B for the plan.

4. LAW ENFORCEMENT REIMBURSEMENT

- a. Funding was allocated for participating law enforcement agencies to bill employee hours spent working with the POST. Agency specific funds include:
 - i. \$6,000 Okaloosa County Sheriff's Office
 - ii. \$4,000 Fort Walton Beach and Crestview Police Departments
 - iii. \$2,500 Niceville and Valparaiso Police Departments
 - iv. \$1,000 Shalimar Police Department

SECTION 3: FORMS

5. DATA SHARING AND HIPAA COMPLIANCE

- a. A Memorandum of Agreement will be executed between participating agencies, along with a Business Associate Agreement to ensure HIPAA compliance. Participating agencies must sign both documents.
- b. Law enforcement agencies are encouraged to label their body camera footage from outreach visits with POST in the naming convention to maintain confidentiality while complying with department policy.

6. PROGRAM EVALUATION

- a. Evaluation will be conducted in partnership with program participants and the Okaloosa County Health Improvement Partnership (OCHIP) Healthy Behaviors and Healthy Communities groups.
- b. See Appendix C for the Evaluation Plan.

7. DATA MONITORING AND QUALITY IMPROVEMENT

- a. Initially, data will be monitored and shared monthly with the implementation team. More frequent meetings will be required during pilot and implementation phases for quality improvement.
- b. Following implementation, meetings will be quarterly or bi-annually, as needed.
- c. Quarterly updates will be shared at Healthy Behaviors OCHIP meetings.
- d. Quality improvement efforts will be conducted regularly as needs are identified.
 - i. Members will provide suggestions via their agency's established chain of command and have opportunities to provide program improvement suggestions via survey and during team meetings.
 - ii. Agency leadership is strongly encouraged to contact Emily with quality improvement suggestions to assist with proper documentation.
- e. Serious concerns will be addressed by the implementation team as needed.

8. COMMUNITY CONSIDERATIONS

- a. Members of the team, along with members of the Healthy Behaviors and Healthy Communities OCHIP groups, will conduct education and outreach efforts in the community to advance shared goals. Efforts may include:
 - i. Community outreach events
 - ii. Narcan trainings
 - iii. Public education and presentations
- b. DOH-Okaloosa will develop a social marketing campaign to provide community education regarding opioid overdose, harm reduction, Narcan, and other related topics as deemed appropriate, including the promotion of the POST or use of its logo on marketing materials.

SECTION 4: OPERATIONS PLANS

1. EMERGENCY SITUATION – MEDICAL

- a. In the event of a medical emergency during a field visit, the OCEMS community paramedic will assume the lead. They will provide care and request assistance in accordance with agency regulations and Florida law.

2. EMERGENCY SITUATION – PUBLIC SAFETY

- a. In the event of a law enforcement identified matter, the law enforcement officer will assume the lead. They will assess the situation and respond in accordance with agency regulations and Florida law.
- b. All team members will have received training and have an identified "safe word" to recognize potentially unsafe scenes/situations. Both the LEO and OCEMS community paramedic will have emergency dispatch radios.

3. EMERGENCY SITUATION – CRISIS

- a. In the event it is determined an individual is experiencing a crisis related to mental health and/or substance use, the behavioral health clinician will assume the lead. They will work with other team members to establish connection to crisis resources, pending no immediate medical issues, and transport the person to the identified facility, as applicable.

- b. Transport will be voluntary unless the law enforcement officer or OCEMS community paramedic determined a Baker or Marchman Act was necessary in accordance with agency procedures and Florida law.

4. FAMILY MEMBERS/ SOCIAL NETWORK ARE PRESET

- a. If someone who is not the intended outreach recipient answers the door, team members will use their discretion to engage in conversation.
- b. Team members may discuss resources and treatment options with others present only if the outreach recipient has consented.
- a. If only speaking to a member of their social network, the team should not mention an overdose or release any personal information. Instead, they may provide resource sheets and information. This may include the business card of the clinician and community paramedic.

5. OUTREACH RECIPIENT IS UNDER 18 YEARS OLD

- a. If the intended outreach recipient is a minor, the behavioral health clinician should take the lead. OCEMS cannot engage in treatment or discussion with a minor, outside of an overt emergency, without parental consent.
- b. Team members should use their discretion as to whether the individual wants to engage in conversation with a parent and/or guardian present.

6. CHILDREN PRESENT/SIGNS OF CHILDREN

- a. If OCEMS notes children or signs of children were present at the scene of the overdose, team members should be prepared to educate outreach recipients on available resources for families and/or children.
- b. Further into the program, DOH-Okaloosa may provide crisis kits, geared towards children of different age groups, to be provided during outreach.

7. REFERRAL TO NON-DCF LICENSED RESIDENTIAL SERVICES

- a. If the outreach recipient requests information on non-DCF licensed residential services, the law enforcement officer or community paramedic will take the lead. Bridgeway Inc. staff cannot initiate referrals for this type of service.

8. CONDUCTING FOLLOW UP

- a. If no one was reached during the outreach session, the clinician will follow up within a week via phone call.
 - i. In the future, the clinician may develop a spreadsheet to track follow ups and collect data regarding service uptake post-outreach.
- b. If someone appeared interested in resources, but was not immediately enrolled/referred, the clinician will follow up to remind them of services and gauge their receptiveness.
 - i. A post card with service and contact information will be mailed out to their home address as a reminder.
- c. Phone calls and/or mailers may also be used to reach those who overdose but do not have a local address (i.e. a neighboring county resident).
- d. Follow up will not be conducted if the outreach attempt was met with aggression or a strong desire to never be contacted again.

APPENDIX A

Table 1.0 PARTICIPANT TRAINING PLAN			
TRAINING	TRAINER	DESCRIPTION	DURATION
Program Overview & Expectations	Chief Robert Bage, Fort Walton Beach Police Department	-	5 minutes
- Develop a greater understanding of program purpose and objectives. - Understand expectations of team members and functions of each role.			
Community Resource Education	Stephanie Wedel, Freedom Life Compass	Information on available local resources for outreach recipients.	15 minutes
- Expand working knowledge of community resources. - Develop greater understanding of available resources for those experiencing substance use disorder and their family/social network. - Understand the multiple pathways to recovery and related resources.			
Medication Assisted Treatment (MAT), 24-hour Detox, & Harm Reduction	Jenna McElyea and Candi Buttke, Bridgeway Center, Inc.	Explanation of MAT and importance of harm reduction approaches.	15 minutes
- Improve knowledge of Medication Assisted Treatment (MAT), including purpose, use, and wraparound services. - Understand 24-hour detox program and drop-off criteria. - Improve knowledge of harm reduction strategies and their importance in treating 'the whole person' for sustained recovery.			
Drug Endangered Children	Sgt. Jessica Trimboli, Okaloosa County Sheriff's Office; Captain Greg Cain, Okaloosa County EMS	Considerations for outreach situations with children.	15 minutes
- Understand how to recognize Drug Endangered Children. - Improve understanding of reporting and resources available for children.			
Operations Plan Review	Emily Pickens, Florida Department of Health in Okaloosa County; Chief Robert Bage, Fort Walton Beach Police Department	Review of operational plans and situational differences.	20 minutes
- Develop understanding of program outreach procedures. - Understand processes for outreach situations deviating from the 'norm' such as no one is present, only family is present, children are present, or an emergency arises (i.e. medical, mental health, public safety).			

Risk Mitigation Plan Review	Captain Greg Cain, Okaloosa County Emergency Medical Services	Overview of safety plan including use of safe word and higher risk outreach criteria. <i>*Only required for those who will be involved in field visits.</i>	10 minutes
• Develop understanding of program safety plan and criteria potentially preventing outreach from occurring due to risk. • Understand process for conducting outreach in various risky situations.			
Unite Us Platform	Breshia Barrow, Unite US	Overview of referral data entry <i>*Only required for those who will be entering data for their agency. Will occur once with all agencies via Zoom.</i>	60 minutes

APPENDIX B

RISK MITIGATION PLAN

SECTION A – CLIENT INFORMATION			
FACT	YES	NO	COMMENTS
Has history of resisting arrest and/or has made statements indicating such (within past three years).			
Has history of violence against persons, career offender, has affiliation with terrorist, gang, or hate groups.			
Has history of aggravated assault/battery against an officer, homicide, and/or has made previous suicidal threats or attempts.			
Has history of narcotics sales/trafficking (within past three years).			
Reported to carry firearms or has a previous arrest for firearms (within past five years).			
Displayed a weapon in a threatening manor (within past seven years).			
Reported to be armed with a shoulder fired weapon and/or has displayed should fired weapons in a threatening manner during interactions with persons (within past seven years).			
Reported to be armed with explosives and/or has displayed explosives and/or is reported to have a clandestine lab or dangerous chemicals.			
SECTION B – OTHER RISK FACTORS			
FACT	YES	NO	COMMENTS
There are likely other criminal associates present.			
The approach to the location is difficult due to any factor (i.e. neighborhood, security fences, large open areas).			
The location is reported to have a "guard" animal or threatening animal and/or has been the site of a home invasion-type violent crime.			

- If any answer is 'yes' under Section A, the team will engage in discussion and use their discretion to determine if outreach will be conducted.
 - If the team deems the situation unsafe, alternate outreach methods may be utilized such as a phone call/text or mailing materials.
- If answer is 'yes' under Section B, additional caution will be utilized during outreach.

APPENDIX C

PROGRAM EVALUATION

Goal 1: To reduce opioid overdoses and overdose deaths in Okaloosa County.

Objective 1.1: By July 1, 2025, and every year thereafter, successfully conduct outreach with 50% of residents who have received an overdose reversal drug.

Sources: EMSTARs, local law enforcement, POST program data

- Strategy 1.1.1: Conduct outreach following Naloxone disbursement in alignment with Okaloosa County Post Overdose Support Team protocol.
- Strategy 1.1.2: Provide contact information and/or resources in agreed upon discreet manner for unsuccessful residential outreach.
- Strategy 1.1.3: Hold community outreach events in designated hot spot areas to explain program and build rapport.

Objective 1.2: By July 1, 2027, reduce the rate of opioid overdose deaths from 50.4 per 100,000 (2022) to 39.8 per 100,000.

Source: Florida Department of Law Enforcement

- Strategy 1.2.1: Provide training and public education about opioids and how to administer Narcan.
- Strategy 1.2.2: Increase access to free Narcan.
- Strategy 1.2.3: Conduct a public education campaign.
- Strategy 1.2.4: Increase access to harm reduction services and community resources.

Objective 1.3: By July 1, 2027, reduce the number of EMS responses to suspected opioid-involved overdoses from 1,121 (2023) to 1,100.

Source: EMSTARs

- Strategy 1.3.1: OCEMS distribute Your Life Was Saved Kits following an overdose.
- Strategy 1.3.2: Develop and distribute Community Narcan Kits.
- Strategy 1.3.3: Develop and distribute overdose kits to local businesses.
- Strategy 1.3.4: Provide training and public education about opioids and how to administer Narcan.



Staff Report

CITY COUNCIL MEETING DATE: September 9, 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
DATE: 9/5/2024
SUBJECT: Seizure Fund Transfer

BACKGROUND:

The Crestview Police Department is in need of \$12,010.00 (twelve-thousand and ten dollars) to purchase a protective vest and two surveillance kits for the investigator assigned to the Drug Task Force.

DISCUSSION:

During the fiscal year, the Crestview Police Department accumulates monies in the form of Federal Seizure Funds. These funds come from department participation in cases that involve federal seizures of drug money and property. This money is strictly regulated and can only be utilized for specific equipment and programs for department use. These funds are maintained in the Law Enforcement Trust Fund (LETF).

The department would like to utilize a portion of these funds for the purchase of one tactical vest (\$3,241.28) and two surveillance kits (\$9,768.00). The total for this purchase will be \$12,010.00 (Twelve thousand and ten dollars).

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

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

The financial impact will be to LETF of the City of Crestview, as these funds are from Federal Seizures.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the utilization of Federal Seizure Funds for purchase of equipment for the investigator assigned to the Drug Task Force.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: September 9, 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
DATE: 9/5/2024
SUBJECT: Data Works Plus, Rapid ID, Software and Hardware Support Agreement Renewal

BACKGROUND:

Data Works Plus is the parent company to an item used by the Crestview Police Department called, Rapid Identification. Rapid Identification is a mobile system used to scan a person's fingerprints and identify them at the roadside. The police department mainly uses this technology in instances where a person is providing a false name or does not have the ability to speak (If a person is in a vehicle accident, an unknown person who is down due to medical problems, or a victim of a crime). We have had the system and software for approximately three years. We are due to renew the subscription and the maintenance agreement. This will require a signature on a new annual contract.

DISCUSSION:

The support agreement will assist in deferring the unexpected cost of technical support. The agreement provides free remote software updates, remote dial-in analysis, and free shipping for the covered items. 3) Evolution Hand held scanners, 3) Data Works Plus Rapid ID software license, 3) Two-Factor fingerprint log-in Software License, 3) Mobile Device Management Annual Subscriptions, 1) Rapid ID Device Manager Server Software-Lite. Not having the Rapid ID can increase the time and ability to identify individuals. This may increase the time to notify next of kin and/or gather important information needed to provide the best service possible.

GOALS & OBJECTIVES

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

The Data Works Plus Rapid ID is a budgeted item. The cost is \$1,533.84. Failure to approve would end our licensing agreement with the company and possibly ensure added future costs.

RECOMMENDED ACTION

Staff respectfully requests a motion of approval for the continuation for the contractual agreement.

Attachments

1. Crestview PD 24-25_v2

AGENCY: **Crestview Police Department**
201 Stillwell Blvd
Crestview, FL 32539

Term Effective **Start: 8/15/2024** **End: 8/14/2025**

NOTE: THIS DOCUMENT IS NOT AN INVOICE. AGENCY MUST RETURN SIGNED COPY OF RENEWAL OR A PURCHASE ORDER IN ORDER TO RECEIVE INVOICE.

STANDARD SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$1,533.84)

- 8 a.m. – 5 p.m. (M-F, Excluding Holidays) Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating System
- Remote Dial-in Analysis
- Shipping for Covered Defective HARDWARE (listed below) with Remote Installation Assistance

DWP Job Number 21-00813, PO# 212017:

Hardware:

Three (3) Evolutions

- Serial Numbers: 503900, 503906, 503907

Software:

Three (3) DataWorks Plus Rapid-ID Software Licenses

Three (3) Two-Factor Fingerprint Login Software Licenses

Three (3) Mobile Device Management Annual Subscriptions (MDM)

One (1) Rapid-ID Device Manager Server Software- Lite

- Support up to 20 devices

1. REPORTING A PROBLEM TO DATAWORKS PLUS:

- 1.1 The **Agency** can contact Technical Support using either of the following options:
 - Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
 - Email: support@dataworksplus.com
- 1.2 The **Agency** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the **Agency** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The **Agency** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
 - DATAWORKS PLUS will contact the **Agency** upon closure of the ticket.
 - DATAWORKS PLUS will, at no additional expense to the **Agency**, correct any failures of the covered SOFTWARE to meet its specifications.
 - NOTE: If **Agency** will not provide DATAWORKS PLUS with remote dial-in access for support issues and DATAWORKS PLUS is required to go to **Agency** site(s) to determine the problem and resolution, resolution time will be delayed and **Agency** will be financially responsible for DATAWORKS PLUS travel time and out-of-pocket expenses.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the **Agency**.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

- 3.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all enhancements, additions and updates to the SOFTWARE. The **Agency** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS; does not include Operating System. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
 - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the **Agency's** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

4. AGENCY'S RESPONSIBILITIES:

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System and SQL patches/updates as well as Anti-virus SOFTWARE updates. The **Agency** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the **Agency** requires assistance, DATAWORKS PLUS will assist the **Agency** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.
- 4.2 However, the **Agency** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Agency**.
- 4.3 The **Agency** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Agency** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.
- 4.4 Agencies that need to replace agency-provided hardware can contact DATAWORKS PLUS for a services quote to migrate databases and/or applications. The agency, in this event, will be responsible for the following: Replace the hardware, install the OS and patches, install SQL, and provide a means of access (VPN or dial-in) to the new hardware. DATAWORKS PLUS will be responsible for re-loading the DATAWORKS PLUS software and working with the customer to recover the database.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates only to HARDWARE listed on this contract as covered by DATAWORKS PLUS – See covered hardware beginning on Page One to determine if this section applies to your Agency)

- 5.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the **Agency**.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications.
- 5.5 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a

similar service. Replacement units will be loaned to the **Agency** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.

- 5.6 DATAWORKS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.
- 5.7 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.
- 5.8 Armband Hardware: Armband hardware purchased from and provided by DATAWORKS PLUS is specifically engineered and designed for exclusive use with DATAWORKS PLUS armbands. We cannot guarantee the effectiveness of this equipment when used with other brands of armbands/wristbands and their application. Using armbands/wristbands from a vendor other than DATAWORKS PLUS may void the maintenance agreement. This hardware includes: Trim Die Hole Punch, Model 5560 Laminator, Rivet Tool, and Armband Photo Die Cutter.
- For defective armband hardware: DATAWORKS PLUS will ship the defective hardware to our headquarters at no expense to the **Agency**. DATAWORKS PLUS will repair the armband hardware and ship the original hardware back to the **Agency**. No loaner equipment will be provided during this time.

6. CONNECTIVITY:

- 6.1 DATAWORKS PLUS can provide remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Agency** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

- 7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **Agency**. Quotes for training can be obtained by contacting the **Agency's** account manager.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

- 8.1 Additional engineering, development, or support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be billable. This includes, but is not limited to, the following items:
- Migration of applications and/or databases to new hardware
 - Migration of DataWorks Plus applications to agency-provided hardware
 - Physical relocation of hardware
 - Interface modifications needed due to changes made outside of DataWorks Plus applications.
- The agency can contact DataWorks Plus for billable rates.

9. CONTRACT CANCELLATION:

- 9.1 The **Agency** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement; a minimum of 30 days is required for this notice. Any unused portion of the

maintenance/support costs listed on this contract will be refunded to the **Agency** at a pro-rated amount.

10. END OF LIFE POLICY:

DATAWORKS PLUS guarantees hardware support for five years and will give the **Agency** a one year written notification regarding hardware that is approaching end of life. End of Life refers to hardware that we can no longer maintain due to age. Customers with end of life notifications should contact their Account Manager for options.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

*****See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Decline of Maintenance.***

If the Agency requires the CJIS security addendum documentation for our support staff, please contact Support and this will be sent at the earliest.

By signing this contract, you consent to allowing DataWorks Plus employees to use text messages as a means of communication.

DATAWORKS PLUS

Agency: _____

Federal ID: 57-1104887

Name: _____

Name: Jessica Mensing

A handwritten signature in black ink that reads "Jessica Mensing".

Signature: _____

Signature: _____

Title: _____

Date: August 14, 2024

Date: _____

PO#: _____

DATAWORKS PLUS INTERCONNECT CONFERENCE REGISTRATION FORM

- ☐ Please check the box if you would like to be billed for attending our InterConnect advanced training conference. This will be added to your maintenance invoice.

Price is \$2,500.00 per individual and includes airfare and hotel accommodations. Money can be refunded as long as no tickets or confirmed reservations have been made.

_____	x	<u>\$2,500.00</u>	=	_____
# Attendees	x	\$2,500.00	=	Total

The total will be added to your maintenance invoice or you can request a separate invoice. Check our website regularly for more details.

www.DataWorksPlus.com

ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780** for pricing and scheduling;
 2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
 3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
 4. Provide access to system backups and logs.
 5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
 - Previous machine name and IP
 - New machine name and IP
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

ADDENDUM B – DECLINE OF MAINTENANCE

The following information is included in the event that your agency declines maintenance with DATAWORKS PLUS:

Should you need assistance going forward, please note the Time and Materials process below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3.
- DATAWORKS PLUS will open a ticket for your Agency and work to get you a quote for services.
- Your agency will be provided the information necessary so your agency can issue a purchase order for services. Typically, this purchase order will be for the two-hour minimum.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE. Be advised that significant downtime could result if hardware repairs are warranted.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers. Be advised that some SOFTWARE upgrades may be required to remain in compliance with state certifications. Non-maintenance customers can purchase SOFTWARE upgrades at the prevailing rate.



Staff Report

CITY COUNCIL MEETING DATE: September 9, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 9/5/2024
SUBJECT: Extension of Professional Auditing Services Agreement - Purvis Gray

BACKGROUND:

Purvis Gray has performed the auditing services for The City of Crestview and The Community Redevelopment Agency of the City of Crestview for fiscal years 2021, 2022 & 2023. This includes the audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements. As well as the Management's Discussion and Analysis and GASB required supplementary Pension and Other Postemployment Benefit Plan Information.

DISCUSSION:

The current Audit Engagement allows for the audit of the years ending September 30, 2021, 2022 and 2023 with the option to renew for the years ending September 30, 2024 and 2025.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The annual audit expenditures are a reoccurring budget item.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the extension of the Professional Auditing Services Agreement with Purvis Gray.

Attachments

1. City of Crestview Engagement Letter
2. CRA Signed Engagement Letter

January 27, 2022

AUDIT ENGAGEMENT LETTER

Honorable Mayor, City Council Members
and Management
City of Crestview, Florida
198 North Wilson Street
Crestview, Florida 32536

We are pleased to confirm our understanding of the services we are to provide the City of Crestview, Florida (the City) for the years ending September 30, 2021, 2022, and 2023 with the option to renew for the years ending September 30, 2024 and 2025. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the years ending September 30, 2021, 2022, and 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- GASB – Required Supplementary Pension and Other Postemployment Benefit Plan Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

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- Schedule of Expenditures of Federal Awards and State Financial Assistance
- Combining Individual and Non-Major Fund Financial Statements

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, non-compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the *Single Audit Act Amendments of 1996* and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *Florida Single Audit Act*, if applicable.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance and *Florida Single Audit Act* report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the *Florida Single Audit Act*. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Single Audit Act Amendments of 1996*; and the provisions of the Uniform Guidance and the *Florida Single Audit Act*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the *Florida Single Audit Act*, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or non-compliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements

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resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the *Florida Single Audit Act*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material non-compliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants professional standards, *Government Auditing Standards*, and the Uniform Guidance and the *Florida Single Audit Act*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the *Florida Single Audit Act* requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal and state programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the *Florida Single Audit Act*.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes of the City in conformity with U.S. generally accepted accounting principles, the Uniform Guidance, and the *Florida Single Audit Act* based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services

are limited to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and

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appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor non-compliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of non-compliance are identified, including non-compliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings, if any, should be available for our review upon commencement of our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and non-cash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and the *Florida Single Audit Act*; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with generally accepted accounting principles; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with generally accepted accounting principles; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations

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resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards and state financial assistance, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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January 27, 2022

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit for the 2021 fiscal year in April 2022 and to issue our reports no later than June 30, 2022. Ryan M. Tucker, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services, including costs of report production, word processing, postage, travel, copies, telephone, etc. will be as follows:

September 30, 2021	\$	65,000
September 30, 2022		67,000
September 30, 2023		69,000

The above fee includes fees for the Federal or State Single Audit for one major program. Additional major programs, if necessary, will be billed at \$3,500 each.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP



Ryan M. Tucker, CPA
Audit Partner

RMT/rve

Honorable Mayor, City Council Members
and Management
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Crestview, Florida

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January 27, 2022

RESPONSE:

This letter correctly sets forth the understanding of the City of Crestview, Florida.

Signature: *J. B. Whitten*

Title: *Mayor*

Date: *1/31/22*

January 28, 2022

AUDIT ENGAGEMENT LETTER

Board of Commissioners
Community Redevelopment Agency
City of Crestview, Florida
198 North Wilson Street
Crestview, Florida 32536

We are pleased to confirm our understanding of the services we are to provide the Community Redevelopment Agency of the City of Crestview, Florida (the Agency) for the years ending September 30, 2021, 2022, and 2023 with the option to renew for the years ending September 30, 2024 and 2025. We will audit the financial statements of the governmental activities, the major fund, and the budgetary comparison for the major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Agency, as of and for the years ending September 30, 2021, 2022, and 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Agency's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Agency's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

■ Management's Discussion and Analysis

We will also perform an examination of the Agency's compliance with Sections 163.387(6) and (7) and Section 218.415, Florida Statutes, pursuant to American Institute of Certified Public Accountants (AICPA) Processional Standards AT-C Section 315. The objectives of our examination is to obtain reasonable assurance about whether the Agency has complied in all material respects, with the requirements of the aforementioned Florida Statutes.

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Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Agency and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Agency's financial statements. Our report will be addressed to management and the Board of Commissioners of the Agency. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Agency is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Agency or to acts by management or employees acting on behalf of the Agency. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors. Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by U.S. generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the Agency and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Agency's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Agency in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Agency from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Agency involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Agency received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Agency complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with U.S. generally accepted accounting principles; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. generally accepted accounting principles; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Agency; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any federal or state regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested,

Board of Commissioners
Community Redevelopment Agency
City of Crestview, Florida
Crestview, Florida

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January 28, 2022

access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal or state regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit for the 2021 fiscal year in April 2022 and to issue our reports no later than June 30, 2022. Ryan Tucker, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services, including costs of report production, word processing, postage, travel, copies, telephone, etc. will be as follows:

September 30, 2021	\$	5,000
September 30, 2022		5,125
September 30, 2023		5,250

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP



Ryan M. Tucker, CPA
Partner

RMT/jlk
Enclosure

Board of Commissioners
Community Redevelopment Agency
City of Crestview, Florida
Crestview, Florida

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January 28, 2022

RESPONSE:

This letter correctly sets forth the understanding of the Community Redevelopment Agency of the City of Crestview, Florida.

Signature: _____

J. B. Whitten

Title: _____

Mayor

Date: _____

1/31/22



Staff Report

CITY COUNCIL MEETING DATE: September 9, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Carlos Jones, Director
DATE: 9/5/2024
SUBJECT: Foxwood Estates LPS Change Order 2

BACKGROUND:

Constantine Constructors, LLC is currently under contract with the City of Crestview to provide the change from septic to low pressure sewer in Foxwood Estates. Work is underway and will continue throughout the remainder of this year. This septic to sewer conversion is due to failing septic systems and the City's offer to provide low pressure sewer to this neighborhood by constructing a new lift station to service Foxwood Estates.

DISCUSSION:

Some current residents of Foxwood Estates have paid to convert from septic to low pressure sewer. This change order includes the first 20 of 71 grinder pumps to be installed, and was not part of the original contract price as no addresses were confirmed at the time, as the City was in the process of compiling a listing of residents/addresses who paid for this service.

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

This change order increases the initial cost from \$1,291,611.42 to \$1,552,081.78, and extends the time for completion an additional 60 days. The net increase for these 20 grinder pumps is at a cost of \$260,470.36.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve this change order to continue to improve infrastructure within the City of Crestview.

Attachments

1. D379600_Foxwood Estates_CO2_Grinder Pump Install

SECTION 00843

CHANGE ORDER FORM

Project: **City of Crestview**
Foxwood Estates Low Pressure Sewer

CHANGE ORDER NO. 2

DATE OF ISSUANCE: September 27, 2024 CONTRACTOR: Constantine Constructor, LLC

EFFECTIVE DATE: _____ ENGINEER: Jacobs

OWNER'S CONTRACT NO.: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$1,156,194.00</u>	Substantial Completion: <u>240 Days</u> Ready for final payment: <u>270 Days</u> days or dates
Net changes from previous Change Orders No.1 to No. 1	Net change from previous Change Orders No. 1 to No. 1
<u>\$135,417.42</u>	<u>0 days</u> days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
<u>\$1,291,611.42</u>	Substantial Completion: <u>240 days</u> Ready for final payment: <u>270 days</u> days or dates
Net Increase of this Change Order	Net Increase (decrease) of this Change Order
<u>\$260,470.36</u>	<u>60</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<u>\$1,552,081.78</u>	Substantial Completion: <u>300 days</u> Ready for final payment: <u>330 days</u> days or dates

CHANGES ORDERED:

- I. GENERAL This change order is necessary to additional work required to abate existing failed septic systems and install new residential grinder pump stations to connect to the new low pressure sewer system. The 20 included houses have required servicing within the previous year and are near the end of their service life.

Change Order No. 2

- II. REQUIRED CHANGES: The contract price is to be increased due to the addition of installation of grinder stations, service lateral, plumbing connection, and electrical connection, and septic tank abatement for the 20 identified houses. A list of these 20 houses and the associated addresses is included as an attachment to Change Order 2.

- III. JUSTIFICATION: The work is to transition residents from failed septic systems to the newly available low pressure sewer system.

- IV. PAYMENT: This change order will result in an increase of \$260,470.36 to the total contract amount. This total amount includes the following:

8 connections less than 100 ft from Right of Way with a unit cost of \$11,854.31
12 connection greater than 100 ft from Right of Way with a unit cost of \$13,802.99

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: Constantine Constructor, LLC

Change(s) Ordered by: City of Crestview

RECOMMENDED BY:

Seth Tatman - Jacobs
(Engineer)

By:  8/27/2024
(Authorized Signature) (Date)

Construction Manager
(Title)

APPROVED BY:

City of Crestview, Florida
(Owner)

By: _____
(Authorized Signature) (Date)

ACCEPTED BY:

Dave Marshall-Constantine Constructors
(Contractor)

(Authorized Signature) (Date)

President
(Title)

END OF SECTION



Staff Report

CITY COUNCIL MEETING DATE: September 9, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Carlos Jones, Director
DATE: 9/5/2024
SUBJECT: Task Order Amendment 1, Task Order 2023-03 - SW Crestview Bypass Utilities Jacobs

BACKGROUND:

As part of task order 2023-03, The City requested Jacobs Engineering Group, Inc to design and bid the proposed infrastructure, which included a new water main, a sewer force main, a new lift station, and a new reclaimed water main along the newly constructed St Rd 85 corridor. This original order did not include engineering services during construction and was originally scoped to be designed and bid as one package. However, the City directed Jacobs to advertise and construct the project in multiple phases.

DISCUSSION:

Phase 1 includes the New Regional Lift Station, and Phase 2 includes the linear pipelines from the RR Bridge south to Fallen Heroes Way. This task order amendment is to include engineering services during construction for Phases 1 and 2. This amendment also covers additional work to prepare the Phase 2 RFB package and provide bid phase services for Phase 2. (See information attached, Amendment 1 to TO 2023-03).

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The financial impact is at a cost of \$365,300, from account 440-0510-519.63-00, which is Utility Fund Administration.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the additional task order amendment.

Attachments

1. TO Amendment 1 TO 2023-03 SW CV Bypass Utilities Jacobs

Amendment 1 to TASK ORDER 2023 - 03

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

Professional Engineering and Consulting Services for the Additional Services for the Utilities on the SR 85 Bypass Roadway.

Article A. Purpose

As part of the Task Order 2023-03, The City of Crestview (City) requested Jacobs Engineering Group Inc. (Jacobs) to design and bid the proposed infrastructure, including a new water main, a new sewer force main, a new regional lift station, and a new reclaimed water main, along the newly constructed State Road 85 corridor. This task order did not include engineering services during construction and was originally scoped to be designed and bid as one package. The City directed Jacobs to advertise and construct the project under multiple phases. Phase 1 includes the New Regional Lift Station and Phase 2 includes the linear pipelines from the Bridge south to Fallen Heroes Way.

The purpose of this Amendment is for the addition of engineering services during construction for the Phase 1 project, Phase 2 project, and the horizontal directional drilling (HDD) project. This Amendment also is for the additional work to prepare the Phase 2 RFB package and provide bid phase services for Phase 2. This Amendment also includes additional engineering services to prepare plans and technical specifications for the water and sewer mains parallel to the bridge via HDD. The additional activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

Task 5 – RFB Package and Permitting

Phase 2 RFB Package

Following receipt of comments on the 90% submittal, Jacobs will also develop RFB construction documents for Phase 2 that will include drawings, technical specifications, and phase specific front-end documents. Jacobs will deliver the RFB packages in PDF format for publication to the City's bid software.

Deliverables

- Phase 2 RFB contract documents (PDF)

Task 6 – Bidding Assistance

Phase 2 Bidding Assistance Services

Jacobs will assist with bidding services for the Phase 2 project. Jacobs will conduct a pre-bid meeting and review requests for information. Jacobs will prepare up to two addenda as needed to clarify questions related to the documents. Jacobs will attend the bid opening and provide a bid analysis and recommendation of award for Phase 2.

Deliverables

- Phase 2 - Addenda, as needed.
- Phase 2 - Bid Analysis and Recommendation of Award.

Task 7 – Phase 1 Services During Construction

Jacobs will provide limited engineering services during construction for the construction of the Phase 1 – Regional Lift Station Project. Items under this task include:

- Attendance at preconstruction conference
- Submittal Review
- Pay application review
- Response to requests for information
- Preparation of change orders
- Progress meetings
- Contract closeout documentation
- Preparation of as-built drawings

Site Visits

Jacobs will make visits to the site to attend the preconstruction meeting and monthly construction progress meetings, as well as additional visits at key milestones during construction. The schedule of these site visits is anticipated to be such that it can maximize the purpose of the visit at key points during construction and on an “as-needed” basis. The engineering fee is based upon 4 hours per site visit, including travel, field observation and report development. Anticipated site visits include:

- Preconstruction conference
- (10) Monthly progress meetings
- (26) Bi-weekly site visits
- Substantial Completion and punch list
- Final Completion

Final Inspection

Jacobs will review the work at the substantial completion and final completion stages. Jacobs will prepare one (1) punch list of items requiring completion or correction. Jacobs will make recommendations to CLIENT regarding acceptance of the work based on the results of the final inspection.

Task 8 – Phase 2 Services During Construction

Jacobs will provide limited engineering services during construction for the construction of the Phase 2 – SR 85 Bypass Roadway Utilities Project. Items under this task generally include:

- Attendance at preconstruction conference
- Submittal Review
- Pay application review
- Response to requests for information
- Preparation of change orders
- Progress meetings
- Contract closeout documentation
- Preparation of as-built drawings

Site Visits

Jacobs will make visits to the site to attend the preconstruction meeting and monthly construction progress meetings, as well as additional visits at key milestones during construction. The schedule of these site visits is anticipated to be such that it can maximize the purpose of the visit at key points during construction and on an "as-needed" basis. The engineering fee is based upon 4 hours per site visit, including travel, field observation and report development. Anticipated site visits include:

- Preconstruction conference
- (10) Monthly progress meetings
- (26) Bi-weekly site visits
- Substantial Completion and punch list
- Final Completion

Final Inspection

Jacobs will review the work at the substantial completion and final completion stages. Jacobs will prepare one (1) punch list of items requiring completion or correction. Jacobs will make recommendations to CLIENT regarding acceptance of the work based on the results of the final inspection.

Task 9 – HDD Design and Permitting

Preliminary Design (30% Design)

It is assumed Jacobs will use survey and geotechnical data provided by HDR Engineering to prepare the design documents. Jacobs will use the data collected to prepare a preliminary plan and profile drawing for the new watermain and force main. As part of this phase of design a site visit will be conducted to walk the proposed utility main routes to look for conflicts and assist preparing the preliminary design. The preliminary drawings will be submitted to the City, Okaloosa County, and HDR for review. Jacobs will markup the preliminary drawings based upon any review comments received and submit back to the City, Okaloosa County, and HDR for approval of the design including but not limited to the pipeline alignment and entry/exit pits. The preliminary design will be locked following approval from all three entities. Any subsequent changes to the design will be a change of scope and may result in a change to the engineering fee to cover the additional work.

Permitting Assistance

Based upon the work to be performed as part of this project, it is anticipated that coordination and/or permitting will be required for the following permits:

- Florida Department of Environmental Protection (FDEP)/Northwest Florida Water Management District (NWFWMD) Environmental Resource Permit
- Florida Gulf & Atlantic Railroad Utility Permit

State of Florida Environmental Resource Permit

Prior to completion of the 30% plans a pre-application meeting will be held with FDEP to discuss the need for an Environmental Resource Permit (ERP). Because of the crossing of Trammel Creek, an individual permit will be required. An Application for Individual and Conceptual Environmental Resource Permit/Authorization to Use State-Owned Submerged Lands/Federal Dredge and Fill Permit will be prepared along with an environmental summary report to submit to FDEP. The application is anticipated to be submitted using the 90% plan set. The path of the route and bore pit locations will need to be frozen after the submission of the permit application to prevent the need to modify the permit.

Florida Gulf & Atlantic Railroad

Prior to completion of the 30% plans a pre-application meeting will be held with the Florida Gulf & Atlantic Railroad (FGA) to solicit input and determine any specific requirements associated with the work to be performed. Comments received will be incorporated into the design documents. The preliminary design information will be submitted to FGA with a request for consideration to install the utilities pipelines using horizontal directional drilling method. The preliminary information will include site plan and profile view drawings, pipe datasheets, appropriate soil boring data from HDR, and a general construction procedure.

Following preliminary acceptance from FGA Jacobs will prepare and submit an application for a Utility Pipeline Permit to Florida Gulf & Atlantic Railroad. The application is anticipated to be submitted using the 90% plan set. The path of the route and bore pit locations will need to be frozen after the submission of the permit application to prevent the need to resubmit the permit application.

Detailed Design (90% Design)

Following receiving approval from the City, Okaloosa County, HDR, and FGA for the preliminary design Jacobs will prepare the detailed design drawings and technical specifications. The design is assumed to include the directional drilling of the 16-inch watermain and 12-inch force main the full length of the bridge while maintaining minimum depths of cover below the railroad. Jacobs will prepare an HDD Geotechnical Baseline Report and Frac-Out Contingency Plan to document the design details and procedures for submission to the permitting agencies.

Jacobs will submit the detailed design documents to the City for final review. A review workshop will be conducted with the City to review the drawings, specifications, and HDD Report. Accepted comments will be incorporated in the Final Design Documents

Final Design (100% Design)

Jacobs will prepare the final design drawings and technical specifications to incorporate comments received from FDEP and or FGA during the permitting process. It is assumed that the project will be constructed by Gator Boring (Contractor) through a direct sub-contract agreement with Okaloosa County or the City and therefore Jacobs will not be responsible for preparing front end contract documents.

Deliverables

- 30% Preliminary Design Drawing Draft
- 30% Preliminary Design Drawing Final
- 90% Detailed Design Drawings and Technical Specifications
- HDD Geotechnical Baseline Report
- Frac-out Contingency Plan
- Environmental Summary Report
- FDEP ERP Permit Application
- Florida Gulf & Atlantic Railroad Utility Pipeline Permit Application
- 100% Final Design Drawings and Technical Specifications

Task 9 Assumptions

- CADD files and survey data provided by HDR will be used for the basis of the design drawings.
- Geotechnical boring data provided by HDR will be used for the HDD design calculations. It is assumed the geotechnical data collected for the bridge will be adequate for the HDD design. If it is determined that geotechnical data is missing and additional borings are required to complete the design or obtain permits then a change to Jacobs fee will be required to pay for geotechnical services.
- Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of information gathered and or provided by HDR, governing agencies, the City and other industry sources.

- The information gathered from the soil boring data provided by HDR will be relied upon to permit and prepare the design and ready for bid documents. The data includes soil boring samples at various locations across the site; however, in soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.
- Florida Gulf & Atlantic is assumed to be the governing owner and sole agency responsible for issuing the Utility Pipeline Permit.
- The City will pay for all permit processing and application fees that may be required.
- The scope of services assumes no additional permitting support other than that described above will be required for the project. The final design drawings will be submitted to FDEP to update the water and sewer collection system permits previously submitted for the utilities construction across the bridge.
- The scope of services assumes that no major changes to the state or federal rules will occur that will significantly change the current permit conditions and effluent requirements.
- The project will be funded by the City. This scope does not include engineering services for State Revolving Fund or other loan or grant applications or administration.
- Only technical specifications will be prepared and provided.
- The construction will be performed under Gator Borings contract agreement with Okaloosa County. No cost estimates will be prepared in this scope.
- The utility mains will be installed within the SR 85 Bypass Roadway right-of-way. No easement or property acquisition assistance is included.
- Owner-furnished equipment packages are not included in this scope of work.

Task 10 – HDD Contract Coordination

Jacobs will provide limited engineering services to assist the City with coordination and sub-contract agreement execution. An as-needed engineering fee of \$5,000 has been assumed for this task to assist with contract and request for information coordination.

Task 10 Assumptions

- This scope assumes the construction agreement will be prepared directly between the City and Gator Boring. Jacobs assumes no bid phase services will be provided.
- No conformed documents will be prepared and provided for construction.

Task 11 – HDD Services During Construction

Jacobs will provide limited engineering services during construction for the construction of the SR 85 Bypass Roadway Bridge Utilities HDD Project. Items under this task generally include:

- Submittal Reviews
- Response to requests for information
- Once per week site visits averaged over a 4-month construction duration
- Observation of (1) waterline pressure test
- Observation of (1) force main pressure test
- Contractor pay request reviews
- Record Drawings (Electronic)

Final Inspection

Jacobs will review the work at the substantial completion and final stages. Jacobs will prepare one (1) punch list of items requiring completion or correction. Jacobs will make recommendations to City regarding acceptance of the work based on the results of the final inspection.

Assumptions and Specific Conditions

The following assumptions have been included in the preparation of this Scope of Services. These assumptions are based on the project scope. Strict adherence to the assumptions described below is a specific condition to this scope of services.

Deviations from these assumptions will require additional effort not previously considered by Jacobs. Should deviations from these assumptions be required to deliver the services described in this Scope of Services, the Scope of Services and compensation shall be modified accordingly and approved by the City in writing before any changes to this Scope of Services can be implemented or delivery of the original Scope of Services completed.

- No additional permitting assistance is included in this amendment.
- The Phase 2 connection to utilities installed on the south side of the bridge will be installed per the Jacobs alignment provided to the Bridge Contractor.
- The tie in location at the Crestview WWTP for the new sanitary sewer force main will be designed and installed with a future stub-out by others prior to construction.
- Owner-furnished equipment packages are not included in this scope of work.
- Engineering services for additional design, bidding, or construction for Phase 3, reclaimed watermain between Fallen Heroes Way to Foxwood Golf Course, are not included in this scope of work.
- Recommendations by Jacobs to the City for periodic Contractor(s) construction progress payments are based on information Jacobs is provided and from selective sampling of the construction services to support the Contractor's progress claims.
- Site visits are anticipated to be such that it can maximize the purpose of the visit at key milestones during construction on an "as-needed" basis. Each site visit will require approximately 4 hours, including travel, field observation and report development.
- The total construction duration, notice to proceed through final completion, is assumed to be 12 months for both the Phase 1 and Phase 2 Projects.

-
- The total construction duration, notice to proceed through final completion, is assumed to be 4 months for the HDD Project.
 - The Contractor or City will provide a final survey file showing the plan and profile of the watermain and force main HDD and all pertinent valves and fittings for preparation of the record drawings. The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to the City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
 - Jacobs and Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.
 - The presence of Jacobs' personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Jacobs neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Article C. Compensation

As compensation for providing these additional services described in Article B. Scope of Services of this Amendment 1 of Task Order 2023-03, the City shall pay Jacobs in accordance with Section 5 of the Agreement. Compensation for additional services for this Task Order Amendment will be on a time and material basis with a not to exceed amount of \$365,300 for a revised total Task Order not to exceed amount of \$610,300. The estimated breakdown of fees is shown in the table below.

Jacobs will keep the City informed of progress so that the budget and/or work effort can be adjusted if found necessary.

TABLE 2 – ESTIMATED FEE SUMMARY

Task	Description	Original Fee Amount	Additional Fee Amount	Revised Fee Amount
1	Utility Planning and Preliminary Design	\$15,800	\$0	\$15,800
2	Preliminary Route Drawings and 90% Pipeline Design	\$64,800	\$0	\$64,800
3	Lift Station Design	\$75,000	\$0	\$75,000
4	Specifications	\$26,600	\$0	\$26,600
5	Phase 2 RFB Package	\$32,000	\$8,500	\$40,500
6	Phase 2 Bidding Assistance	\$8,800	\$6,500	\$15,300
7	Phase 1 Services During Construction	\$0	\$83,800	\$83,800
8	Phase 2 Services During Construction	\$0	\$73,200	\$73,200
9	HDD Design and Permitting	\$0	\$140,200	\$140,200
10	HDD Contract Coordination	\$0	\$5,000	\$5,000
11	HDD Services During Construction	\$0	\$35,600	\$35,600
	Expenses and Subconsultant Allowance	\$22,000	\$12,500	\$34,500
Total		\$245,000	\$365,300	\$610,300

Article D. Period of Service

The tasks associated with this Amendment will be effective upon execution. A preliminary schedule is shown below.

Phase 2 RFB Documents	2 Weeks following City's 100% Approval to Advertise
Phase 2 Bidding Services	3-month duration from Advertisement to Notice of Award
Phase 1 Construction Services	12-month construction duration
Phase 2 Construction Services	12-month construction duration
HDD Design and Permitting	6-month duration estimated from NTP
HDD Contract Coordination	3-month coordination duration
HDD Construction Services	4-month construction duration

Article E. Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Amendment 1 of Task Order 2023-03. Communications between the parties and between Jacobs's subcontractors shall be through the Authorized Representatives:

For the City of Crestview, Florida	For Jacobs Engineering Group Inc.	
Name: Tim Bolduc	Name: Scott Jernigan	
Address: P.O. Drawer 1209 Crestview, Florida 32536	Address: 25 W. Cedar Street, Suite 350 Pensacola, Florida 32502	
Telephone: (850) 682-3812	Telephone: (850) 266-3975	

Article F. Authorization:

Amendment 1 of Task Order 2023-03 is effective as of _____, 2024		
Accepted for City by:	Accepted for Jacobs Engineering Group Inc. by:	
		
Name: Tim Bolduc	Name: Scott L Jernigan, PE	
Title: City Manager	Title: Pensacola Area Market Lead	



Staff Report

CITY COUNCIL MEETING DATE: September 9, 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
DATE: 9/4/2024
SUBJECT: MOU Approval List

BACKGROUND:

This item lists the MOU's that have been administratively approved by staff within the last month.

DISCUSSION:

- Okaloosa Ophthalmology - \$14,200.00

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

The amounts contained in the MOU's serve to outweigh the proposed traffic impact for each project to the extent of the methodology that the City has typically used throughout past projects.

RECOMMENDED ACTION

Staff respectfully recommends Council acceptance of this item.

Attachments

1. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

08/06/2024

Subject: **Okaloosa Ophthalmology (the Development)**
City of Crestview, Florida & Vizyon, LLC (the Developer)

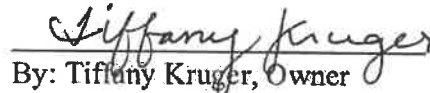
Based upon the City of Crestview Engineering Standards Manual Chapter 5.1, this Memorandum of Understanding is in reference to the proposed Okaloosa Ophthalmology (the Development) and has been provided with the following acknowledgements:

- The Development generates significant traffic capacity impacts to the surrounding roadway network and no offsite roadway improvements are proposed as part of the Development.
- The City of Crestview is constructing offsite roadway improvements to mitigate traffic impacts.
- The developer shall participate in cost not to exceed the total amount of \$14,200 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


Barry Henderson
Community Development Services Director

Vizyon, LLC


By: Tiffany Kruger, Owner



Staff Report

CITY COUNCIL MEETING DATE: September 9, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Girard, City Clerk
DATE: 8/29/2024
SUBJECT: Approval of City Council Regular Meeting Minutes of August 26, 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;

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

Motion to approve the City Council regular meeting minutes of August 26, 2024.

Attachments

1. 08262024 City Council Regular Meeting Minutes Draft

City Council Minutes -DRAFT
August 26, 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 JB Whitten. Board members present: Mayor Pro-Tem Doug Capps. Council members: Andrew Rencich, Cynthia Brown, Joe Blocker, and Ryan Bullard. Also present: City Manager Tim Bolduc, City Clerk Maryanne Girard, City Attorney Jonathan Holloway, and various staff members.

2. Invocation, Pledge of Allegiance

2.1. Pastor Noah Clifton of Pillar Church

The Invocation and Pledge of Allegiance was led by Elder Sylvester Echols of First Church of God in Christ. Pastor Noah Clifton of Pillar Church also provided prayer.

3. Open Policy Making and Legislative Session

Mayor JB Whitten stated a quorum was present.

4. Approve Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Ryan Bullard 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 JB Whitten called for action.

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Cynthia Brown 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. Approval of City Council Regular Meeting Minutes of August 12, 2024

6.2. Approval of the CRA/City Council Joint Special Meeting Minutes of August 12, 2024

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1973, Comprehensive Fee Schedule Amendment

City Manager Tim Bolduc presented Ordinance 1973, Comprehensive Fee Schedule Amendment to the City Council. He stated there were no changes from the last meeting or additional comments. He then asked the City Clerk to read the ordinance by title.

City Clerk Maryanne Girard read Ordinance 1973 aloud: An Ordinance of the City of Crestview, Florida, Providing for an Update to the Comprehensive Fee Schedule; Providing for Certain Future Fee Schedule Updates by Resolution; Providing for Authority; Providing for Severability; Providing for Scrivener's Errors; Providing for Liberal Interpretation; Providing for Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

Mayor JB Whitten called for comment from the Council.

Councilmember R. Bullard stated he had received a comment asking what the pickle ball fee is used for, and City Manager T. Bolduc replied that it is for the purpose of booking a tournament.

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

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Cynthia Brown to approve Ordinance 1973 on 2nd reading for final adoption.

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

8. Ordinances on First Reading

9. Resolutions

9.1. Resolution 2024-10 Vacation of Vineyard Village Alley

City Manager Tim Bolduc presented Resolution 2024-10 to the City Council explaining it was for the vacating of the Vineyard Village alley. He mentioned there had been concern on the clear ownership of the alleyway when preparing for closing.

City Manager Tim Bolduc asked the City Clerk to read Resolution 2024-10 by title.

City Clerk Maryanne Girard read Resolution 2024-10 aloud: A Resolution of the City of Crestview, Florida, Vacating and Abandoning A Specific Portion of An Unnamed Alley Lying Between Lots 6, 7, 14 and 15, Block 133 of the Town of Crestview Plat, More Specifically Described Herein; Providing for Recording of this Resolution With the Clerk of the Circuit Court of Okaloosa County; and Providing for An Effective Date.

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

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Andrew Rencich to adopt Resolution 2024-10.

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

9.2. Resolution 2024-15 City Government Week

Mayor JB Whitten introduced Resolution 2024-15, City Government Week to the City Council.

City Manager T. Bolduc said this year City Government Week is scheduled for the week of October 21- 27, 2024. Activities have been scheduled throughout the week.

Mayor JB Whitten commented that he had further details stating that for the Council meeting that week, we will also recognize our Sister City, as visitors from France will be here that week. He mentioned on Tuesday, he will conduct a hotspot on city government at the library. On Wednesday, the Council will serve at The Hub at noon for about an hour. On Thursday, we will hold the "Spirit of Crestview" event where significant people from the past will be portrayed by actors. On Friday, we will join the adult French chaperones at The Exchange on Old Bethel Road for an event from 6 to 8 p.m. On Saturday, we will have the Fall Festival and on Sunday, we will ask the clergy to pray for the city.

City Manager T. Bolduc asked the City Clerk to read Resolution 2024-15 by title.

City Clerk Maryanne Girard read Resolution 2024-15 aloud: A Resolution of the City of Crestview Recognizing Florida City Government Week, October 21- 27, 2024, and Encouraging All Citizens to Support the Celebration and Corresponding Activities.

Mayor JB Whitten called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Cynthia Brown to adopt Resolution 2024-15.

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

10. Action Items

10.1. Water Tower Contract Award

City Manager T. Bolduc mentioned this is a request to award a contract for water tower #7 on the Northwest Crestview Bypass which will provide water for Foxwood Estates and will be located on the property where the new school is being built. We are also in the process of making an application for an SRF loan. This tower will provide water pressure for the west. The project has been budgeted. The City received three bids, and the lowest bidder was Landmark Structures in the amount of \$4,824,000.

Councilmember R. Bullard asked about whether the tower could be painted, and City Manager T. Bolduc said the TDC has a desire to paint this tower and the one on PJ Adams. The painting is not included in the bid. The painting is about \$50,000 plus. He added he has seen some good designs.

Mayor J.B. Whitten asked for clarification on the difference in capacity from the previous tower, and City Manager T. Bolduc replied it is a larger tank with different construction. He added inflation is also a factor on why it is more costly.

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Ryan Bullard to award the contract to Landmark Structures as the lowest bidder at a total cost of \$4,824,000.

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

11. City Clerk Report

12. City Manager Report

12.1. Financial Update - Finance Director

Finance Director Gina Toussaint explained the May financial statement is included with a link to the June and July check registers.

City Manager T. Bolduc said we have had attention on Code Enforcement and wanted to provide an update from August 2023 to present. He said the goal is compliance through education. He explained the mitigated payments, magistrate fines, and hearing fees that were received. The violations were either cleaned up or removed. He explained any money goes back into a restricted fund. He also displayed how much money the city has invested in the mitigation. A total of \$333,521.88 has been spent on Code Enforcement. Fifty structures were demolished, adding none were occupied. He showed pictorial examples of the improvements. He added we had three properties purchased at auction today for the purpose of selling for affordable housing.

City Attorney J. Holloway said the three today were from the last batch of 2022 and there are eleven from the April 2023 timeframe.

City Manager T. Bolduc said we have the obligation to provide for the health and safety of our community and Councilmember C. Brown agreed.

City Manager T. Bolduc also went over the Wilson Street Park progress, and the Splashpad fence addition. He stated the Baby Box is in the fire station and construction will begin next week.

Councilmember C. Brown thanked everyone for their help in getting the baby box.

City Manager T. Bolduc mentioned that Ajax has started the assessment of the

buildings. He also updated the City Council on the status of the mobility fee, adding the engineers have looked at the roads. He added the Main Street project is making progress.

Councilmember C. Brown said people will be able to see the progress on Main Street during the Fall Festival.

Councilmember R. Bullard asked about the sidewalk painting, and City Manager T. Bolduc said we are working on it adding it and will get it cleaned before painting.

13. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council. No one had any comments.

Mayor Whitten voiced a birthday wish to Councilmember Joe Blocker.

Mayor Whitten read a note from the United Way thanking the city for the \$12,000 that was received for the Bridgeway Center funding.

He stated this Thursday at 5:30 p.m., the International Overdose Awareness Day seminar will be held at Crosspoint Church in Niceville.

He asked Mayor Pro-Tem D. Capps to attend several events in his place, as he has prior commitments.

He also invited everyone to attend the Movie Night at Old Spanish Hill Park on September 21st.

14. Comments from the Audience

Mayor JB Whitten called for comment from the public.

Shannon Hayes came forward and thanked the city officials for their work in the Code Enforcement area. The Council tasked the city manager to clean up the city, and he is doing a great job.

He mentioned "Friends of the Library" sold tons of books at the book sale. The "Friends of the Library" has 196 members now. He also thanked the city manager for his leadership decisions.

Afterward, Mr. S. Hayes asked of the status of the Childcare Development Center. City Manager T. Bolduc responded that the military is in the final stages and the funding has been awarded. They are working on one of two locations, and one is a piece of city property.

Tracy Medlock came forward to invite everyone to "Boots on Main", stating *Cheyenne* is playing. She there is a small fee to enter. The date is September 7th from 4 to 8 p.m.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 6:56 p.m.

Minutes approved this __ day of __, 2024.

JB Whitten
Mayor

Maryanne Girard
City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: September 9, 2024

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, Administrative Services Director
DATE: 9/5/2024
SUBJECT: Ordinance 1974- General Employees Retirement Board - Early Retirement Window

BACKGROUND:

Last year, the Police and Firefighters Retirement Board adopted the "25 and Out" program for our high-risk employees. This program allows first responders to retire after 25 years of service, regardless of their age, without penalty. After this program, we received several inquiries from members of the general employees' retirement plan about a similar option.

This ordinance was first read on August 12th, 2024. This ordinance was advertised in Crestview News Bulletin on August 29th, 2024.

DISCUSSION:

The attached ordinance would amend the General Employees' Retirement Plan to allow for a one-time "25 and out" program. This one-time "25 and out" program would allow General Employee Retirement Plan members who are under age 55 but have more than 25 years of service to retire without penalty. This program was offered to all General Employee Retirement Plan employees who would have 25 or more years of service by the end of the 2024 calendar year; there were four employees in total.

GOALS & OBJECTIVES

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

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

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

FINANCIAL IMPACT

The financial impact will vary depending on the number of employees who elect to retire early. We expect the cost to the city to be less than \$80,000, and this will be funded through end-of-fiscal-year residuals.

RECOMMENDED ACTION

Staff requests a motion to adopt Ordinance 1974 on second reading.

Attachments

1. Crestview GE Early Retirement Window Ordinance 2024
2. City of Crestview General Employees' Retirement Letter - Special Actuarial Analysis
3. ActuarialImpactStatement-CrestviewGeneral
4. 2024.07.16_ActuarialCostStudy-CrestviewGeneral

ORDINANCE: 1974

ORDINANCE NO 1974

AN ORDINANCE OF THE CITY OF CRESTVIEW FURTHER AMENDING THE CITY OF CRESTVIEW GENERAL EMPLOYEES' RETIREMENT PLAN; AMENDING SECTION 6 BENEFIT AMOUNTS AND ELIGIBILITY, SUBSECTION 4 EARLY RETIREMENT BENEFIT BY ADDING SUBSECTION C TO PROVIDE FOR A ONE-TIME EARLY RETIREMENT WINDOW; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City desires to amend the Retirement Plan to allow for a one-time early retirement window;

WHEREAS, the City Council deems the implementation of this Ordinance to be in the best interests of the citizens of the City of Crestview.

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

SECTION 1: That the City of Crestview General Employees Retirement Plan Section 6, Subsection 4, subsection C. is hereby created to read:

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY

4. Early Retirement Benefit

A Member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

C. An immediate monthly retirement benefit shall commence on October 1, 2024, for all current active General Employees who have accrued, or who are projected to accrue 25 years of credited service by December 31, 2024. General Employees who are eligible and elect to retire under this provision will receive their unreduced accrued monthly retirement benefit, with not less than 25 years of credited service, plus the \$215 per month supplemental benefit regularly only available to normal retirees. This is a one-time early retirement window being offered by the City.

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Crestview.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: f any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be

affected thereby.

SECTION 5: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this ____ day of _____, 2024.

PASSED AND ADOPTED on the second reading, this ____ day of _____, 2024.

JB WHITTEN, MAYOR

ATTEST:

MARYANNE GIRARD
CITY CLERK

Coding: Words in ~~strikeout~~ type are deletions from existing text.
Words in **bold underline** type are additions.

ORDINANCE NO.: _____

**AN ORDINANCE OF THE CITY OF CRESTVIEW
FURTHER AMENDING THE CITY OF CRESTVIEW
GENERAL EMPLOYEES' RETIREMENT PLAN;
AMENDING SECTION 6 BENEFIT AMOUNTS AND
ELIGIBILITY, SUBSECTION 4 EARLY RETIREMENT
BENEFIT BY ADDING SUBSECTION C TO PROVIDE
FOR A ONE-TIME EARLY RETIREMENT WINDOW;
PROVIDING FOR INCLUSION IN THE CODE;
PROVIDING FOR SEVERABILITY; PROVIDING FOR A
REPEALER; AND PROVIDING FOR AN EFFECTIVE
DATE.**

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

WHEREAS, the City desires to amend the Retirement Plan to allow for a one-time early retirement window;

WHEREAS, the City Council deems the implementation of this Ordinance to be in the best interests of the citizens of the City of Crestview.

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

SECTION 1: That the City of Crestview General Employees Retirement Plan Section 6, Subsection 4, subsection C. is hereby created to read:

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY

* * *

4. Early Retirement Benefit

A Member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

* * *

C. An immediate monthly retirement benefit shall commence on October 1, 2024, for all current active General

Employees who have accrued, or who are projected to accrue 25 years of credited service by December 31, 2024. General Employees who are eligible and elect to retire under this provision will receive their unreduced accrued monthly retirement benefit, with not less than 25 years of credited service, plus the \$215 per month supplemental benefit regularly only available to normal retirees. This is a one-time early retirement window being offered by the City.

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Crestview.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this ____ day of _____, 2024.

PASSED AND ADOPTED on the second reading, this ____ day of _____, 2024.

JB WHITTEN, MAYOR

ATTEST:

MARYANNE GIRARD
CITY CLERK

Coding: Words in ~~strikeout type~~ are deletions from existing text.
Words in **bold underline** type are additions.

February 23, 2024

VIA EMAIL

Board of Trustees
 City of Crestview
 General Employees' Pension Board

Re: City of Crestview General Employees' Retirement Plan
 Funding Impact Associated with Proposed Benefit Changes

Dear Board:

As requested, we have performed a special actuarial analysis to determine the impact on the plan's funding requirements associated with the benefit changes described below:

1. An early retirement window is available for current active employees who have reached, or who are projected to reach 25 years of service by December 31, 2024. Employees who are eligible will receive their unreduced accrued benefit, with not less than 25 years of service, plus the \$215 monthly supplemental benefit available to normal retirees.
2. Same as Scenario 1, except that service is projected through the date the employee would have attained age 55 for the purpose of determining the unreduced accrued benefit.

Under both scenarios, all eligible employees are assumed to elect the early retirement window and retire on October 1, 2024. For these eligible employees, actual fiscal year 2023 salaries were used.

The actuarial impact, determined as of October 1, 2022 (as applicable to the fiscal year ending September 30, 2024) is shown below and on the following page:

Impact on Contribution Requirement			
	<u>Scenario 1</u>	<u>Scenario 2</u>	<u>Current</u>
Normal Cost	14.0%	14.2%	13.3%
Administrative Expenses	1.3%	1.3%	1.3%
Payment Required to Amortize UAAL	6.6%	7.3%	5.9%
Minimum Required Contribution	21.9%	22.8%	20.5%
Member Contributions (Est.)	6.4%	6.4%	6.4%
City Required Contribution	15.5%	16.4%	14.1%

Impact on Unfunded Actuarial Accrued Liability (UAAL)

	<u>Scenario 1</u>	<u>Scenario 2</u>	<u>Current</u>
UAAL	\$4,085,208	\$4,532,454	\$3,596,349
Change in UAAL	\$488,859	\$936,105	

The change in UAAL associated with the benefit changes was amortized over 15 years.

This analysis is based on the same data, assumptions, and methods as utilized in the October 1, 2022 actuarial valuation except as otherwise noted.

The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report, as well as the October 1, 2022 valuation report, are considered an integral part of the actuarial opinions.

In reviewing the results presented in this study, it should be noted there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2022 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

If you have any questions, please let me know.

Sincerely,


Joseph L. Griffin, ASA, EA, MAAA
Enrolled Actuary #23-6938


Luke M. Schoenhofen, FSA, EA, MAAA
Enrolled Actuary #23-8968

August 6, 2024

Board of Trustees
City of Crestview
General Employees' Pension Board

Re: City of Crestview General Employees' Retirement Plan

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the Bureau prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Joseph L. Griffin, ASA, EA, MAAA

Cc via email: Sean Sendra, Plan Attorney

Enclosures

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Crestview is considering the implementation of amended retirement benefits for its General Employees. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF CRESTVIEW
GENERAL EMPLOYEES' RETIREMENT PLAN

ACTUARIAL IMPACT STATEMENT

August 6, 2024

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

An immediate monthly retirement benefit shall commence on October 1, 2024, for all current active General Employees who have accrued, or who are projected to accrue, 25 years of credited service by December 31, 2024. General Employees who are eligible and elect to retire under this provision will receive their unreduced accrued monthly retirement benefit, with not less than 25 years of credited service, plus the \$215 per month supplemental benefit regularly only available to normal retirees. This is a one-time early retirement window being offered by the City.

All eligible employees are assumed to elect the early retirement window and retire on October 1, 2024.

The cost impact, determined as of October 1, 2023, applicable to the fiscal year ending September 30, 2025, is as follows:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution		
% of Projected Annual Payroll	21.9%	20.8%
Member Contributions (Est.)		
% of Projected Annual Payroll	6.4%	6.4%
City Required Contribution ¹		
% of Projected Annual Payroll	15.5%	14.4%

¹ Per Section 5.2 of Ordinance No. 781, the City is required to contribute not less than 5.0% of the salaries of Plan Members.

CITY OF CRESTVIEW
GENERAL EMPLOYEES' RETIREMENT PLAN

ACTUARIAL IMPACT STATEMENT

August 6, 2024

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2023 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2023 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2023 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.

A handwritten signature in blue ink, appearing to read 'JL Griffin', is written over a horizontal line.

Joseph L. Griffin, ASA, EA, MAAA
Enrolled Actuary #20-6938

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2023</u>	Old Benefits <u>10/1/2023</u>
A. Participant Data		
Actives	142	142
Service Retirees	55	55
DROP Retirees	7	7
Beneficiaries	5	5
Disability Retirees	0	0
Terminated Vested	<u>45</u>	<u>45</u>
Total	254	254
Projected Annual Payroll	7,373,544	7,373,544
Annual Rate of Payments to:		
Service Retirees	1,184,813	1,184,813
DROP Retirees	186,496	186,496
Beneficiaries	50,514	50,514
Disability Retirees	0	0
Terminated Vested	72,870	72,870
B. Assets		
Actuarial Value (AVA) ¹	23,932,405	23,932,405
Market Value (MVA) ¹	22,407,476	22,407,476
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	16,974,747	16,518,572
Disability Benefits	247,326	287,221
Death Benefits	123,184	147,249
Vested Benefits	1,228,738	1,307,130
Refund of Contributions	705,909	705,909
Service Retirees	12,300,693	12,300,693
DROP Retirees ¹	2,823,526	2,823,526
Beneficiaries	485,900	485,900
Disability Retirees	0	0
Terminated Vested	<u>475,337</u>	<u>475,337</u>
Total	35,365,360	35,051,537

C. Liabilities - (Continued)	New Benefits <u>10/1/2023</u>	Old Benefits <u>10/1/2023</u>
Present Value of Future Salaries	55,293,077	57,698,471
Present Value of Future Member Contributions	3,538,757	3,692,702
Normal Cost (Retirement)	783,085	736,089
Normal Cost (Disability)	12,707	12,970
Normal Cost (Death)	6,431	6,516
Normal Cost (Vesting)	75,150	77,770
Normal Cost (Refunds)	<u>113,037</u>	<u>113,037</u>
Total Normal Cost	990,410	946,382
Present Value of Future Normal Costs	6,517,064	6,630,808
Accrued Liability (Retirement)	11,648,763	11,095,982
Accrued Liability (Disability)	151,616	188,149
Accrued Liability (Death)	76,364	98,112
Accrued Liability (Vesting)	673,273	740,206
Accrued Liability (Refunds)	212,824	212,824
Accrued Liability (Inactives) ¹	<u>16,085,456</u>	<u>16,085,456</u>
Total Actuarial Accrued Liability (EAN AL)	28,848,296	28,420,729
Unfunded Actuarial Accrued Liability (UAAL)	4,915,891	4,488,324
Funded Ratio (AVA / EAN AL)	83.0%	84.2%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2023</u>	Old Benefits <u>10/1/2023</u>
Vested Accrued Benefits		
Inactives ¹	16,085,456	16,085,456
Actives	3,809,908	2,582,584
Member Contributions	<u>2,108,502</u>	<u>2,108,502</u>
Total	22,003,866	20,776,542
Non-vested Accrued Benefits	<u>1,785,788</u>	<u>1,842,324</u>
Total Present Value		
Accrued Benefits (PVAB)	23,789,654	22,618,866
Funded Ratio (MVA / PVAB)	94.2%	99.1%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	1,170,788	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	1,170,788	

	New Benefits	Old Benefits
Valuation Date	10/1/2023	10/1/2023
Applicable to Fiscal Year Ending	<u>9/30/2025</u>	<u>9/30/2025</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Projected Annual Payroll ²	13.9	13.3
Administrative Expenses (with interest)		
% of Projected Annual Payroll ²	1.0	1.0
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 15 years (as of 10/1/2023, with interest)		
% of Projected Annual Payroll ²	7.0	6.5
Minimum Required Contribution		
% of Projected Annual Payroll ²	21.9	20.8
Expected Member Contributions		
% of Projected Annual Payroll ²	6.4	6.4
Expected City Contribution		
% of Projected Annual Payroll ²	15.5	14.4

¹ The asset values and liabilities include accumulated DROP Plan Balances as of 9/30/2023.

² Contributions developed as of 10/1/2023 are expressed as a percentage of Projected Annual Payroll at 10/1/2023 of \$7,373,544.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubG.H-2010 for Employees.

Male: PubG.H-2010 for Employees, set back one year.

Healthy Retiree Lives:

Female: PubG.H-2010 for Healthy Retirees.

Male: PubG.H-2010 for Healthy Retirees, set back one year.

Beneficiary Lives:

Female: PubG.H-2010 for Healthy Retirees.

Male: PubG.H-2010 for Healthy Retirees, set back one year.

Disabled Lives:

PubG.H-2010 for Disabled Retirees, set forward three years.

All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for non-special-risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.00% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

Salary Scale	
Service	Rate
<1	10.00%
1-4	6.50%
5-19	5.00%
20+	3.50%

These rates were approved in conjunction with an actuarial experience study dated November 30, 2021.

Sick Leave

Projected benefits at retirement are loaded by 0.5% to account for including accrued sick leave in credited service. This assumption was approved in conjunction with an actuarial experience study dated November 30, 2021.

Payroll Growth

1.96% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$71,549 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Amortization Method

New UAAL amortization bases are amortized over 15 years.

The amortization payment is subject to a minimum based on a 30-year amortization of the UAAL, if the UAAL is positive, in order to comply with Actuarial Standard of Practice No. 4.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Retirement Age

% Retiring During the	
Age	Rate
<55	0.00%
55-57	16.67%
58-64	25.00%
65+	100.00%

These rates were approved in conjunction with an actuarial experience study dated November 30, 2021.

Termination Rate

% Terminating During the Year	
Service	Rate
<1	30.0%
1-2	20.0%
3-6	10.0%
7-15	7.0%
16+	2.0%

These rates were approved in conjunction with an actuarial experience study dated November 30, 2021.

Disability Rate

Age-based rates. A sample of rates are below.

% Becoming Disabled During the Year	
Age	Rate
20	0.02%
25	0.02%
30	0.02%
35	0.02%
40	0.04%
45	0.07%
50	0.14%
55	0.30%
60	0.54%
65+	0.93%

These rates were approved in conjunction with an actuarial experience study dated November 30, 2021.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - A half year, based on current 7.00% assumption.

Salary - None.

Actuarial Asset Method

All assets are valued at market value with an adjustment to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five-year period.

Low-Default-Risk Obligation Measure

Based on the Entry Age Normal Actuarial Cost Method and an interest rate of 4.87% per year compounded annually, net of investment related expenses. This rate is consistent with the Yield to Maturity of the S&P Municipal Bond 20-Year High Grade Rate Index as of September 30, 2023. All other assumptions for the Low-Default-Risk Obligation Measure are consistent with the assumptions shown in this section unless otherwise noted.

SUMMARY OF CURRENT PLAN
(Through Ordinance 1776)

<u>Eligibility</u>	Full-time employees who are not classified as Police Officers or Firefighters participate as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of employment with the City as a General Employee, including accrued sick leave time credited to the extent provided for in the City's Personnel Manual.
<u>Salary</u>	W-2 Compensation, excluding lump sum sick and vacation pay, commissions, bonuses, and expense allowances, but including tax-exempt, tax-deferred and tax-sheltered income.
<u>Average Final Compensation</u>	Average Salary for the 5 best years of the 10 years immediately preceding retirement or termination.
<u>Member Contributions</u>	6.4% of Salary.
<u>City Contributions</u>	5.0% of Members' salaries plus any remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII, Chapter 112, F.S..
<u>Normal Retirement</u>	
Date	Age 55 and 10 years of Credited Service.
Benefit	2.64% of Average Final Compensation <u>times</u> Credited Service. In addition, Normal Retirees receive \$215 per month for life.
Form of Benefit	Life Annuity (options available).
<u>Early Retirement</u>	
Eligibility	Age 50 and 10 Years of Credited Service.
Benefit	Accrued benefit (without \$215 supplement), actuarially reduced.

Vesting

Less Than 10 Years

Refund of Member Contributions, plus 4.5% interest on contributions made before 1/1/84 and 6.0% interest on contributions made after 12/31/83.

10 or More Years

Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Early (reduced) or Normal Retirement Date, or a refund of Member Contributions, with interest.

Disability

Eligibility

Total and permanent disability (as determined by the Board) after the completion of 10 or more years of Credited Service.

Benefit

Benefit accrued to date of disability, actuarially reduced as for Early Retirement and paid for life or until recovery (as determined by the Board).

Pre-Retirement Death Benefits

Vested

Monthly accrued benefit payable to designated beneficiary for 10 years at otherwise Early (reduced) or Normal (unreduced) Retirement Date.

Non-Vested

Refund of accumulated contributions, with interest.

Board of Trustees

a) Two Council appointees,
b) two Plan Members elected by the membership, and
c) a fifth Member elected by other 4 and appointed by Council.

Deferred Retirement Option Plan

Eligibility

Satisfaction of requirements for Normal Retirement.

Participation

Not more than 60 months.

Rate of Return

At election of Member (may change once during DROP period) either: 1) actual net rate of investment return (total return net of brokerage commissions, transaction costs, and management fees), or 2) 6.5%. Earnings are credited each fiscal quarter.

Form of Distribution

Cash lump sum (options available) payable at termination of employment.

July 11, 2024

VIA EMAIL

Board of Trustees
City of Crestview
General Employees' Pension Board

Re: City of Crestview General Employees' Retirement Plan
Funding Impact Associated with Proposed Benefit Changes

Dear Board:

As requested, we have performed a special actuarial analysis to determine the impact on the plan's funding requirements associated with the benefit changes described below:

An early retirement window is available for current active employees who have reached, or who are projected to reach 25 years of service by December 31, 2024. Employees who are eligible will receive their unreduced accrued benefit, with not less than 25 years of service, plus the \$215 monthly supplemental benefit available to normal retirees.

All eligible employees are assumed to elect the early retirement window and retire on October 1, 2024.

The actuarial impact, determined as of October 1, 2023 (as applicable to the fiscal year ending September 30, 2025) is shown below and on the following page:

Impact on Contribution Requirement		
	<u>Scenario 1</u>	<u>Current</u>
Normal Cost	13.9%	13.3%
Administrative Expenses	1.0%	1.0%
Payment Required to Amortize UAAL	7.0%	6.5%
Minimum Required Contribution	21.9%	20.8%
Member Contributions (Est.)	6.4%	6.4%
City Required Contribution	15.5%	14.4%
Payroll	\$ 7,373,544	\$ 7,373,544
City Required Contribution	\$ 1,142,899	\$ 1,061,790
Increase in City Required Contribution	\$ 81,109	

Impact on Unfunded Actuarial Accrued Liability (UAAL)

	<u>Scenario 1</u>	<u>Current</u>
UAAL	\$4,915,891	\$4,488,324
Change in UAAL	\$427,567	

The change in UAAL associated with the benefit changes was amortized over 15 years.

This analysis is based on the same data, assumptions, and methods as utilized in the October 1, 2023 actuarial valuation except as otherwise noted.

The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report, as well as the October 1, 2023 valuation report, are considered an integral part of the actuarial opinions.

In reviewing the results presented in this study, it should be noted there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2023 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

If you have any questions, please let me know.

Sincerely,



Joseph L. Griffin, ASA, EA, MAAA
Enrolled Actuary #23-6938



Luke M. Schoenhofen, FSA, EA, MAAA
Enrolled Actuary #23-8968



Staff Report

CITY COUNCIL MEETING DATE: September 9, 2024

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Carlos Jones, Director
DATE: 9/5/2024
SUBJECT: Resolution 2024-12, Adoption of FSP Crestview WWTP Solids Handling

BACKGROUND:

The City of Crestview has seen significant growth in recent years, which has introduced a need to expand and build new communities. This has led to an increase in influent flow at the Crestview Wastewater Treatment Facility, in addition to having seen a dramatic increase in solids handling over the last five years. This increase led to the construction of the Solids Handling Improvements Project which provides the City with additional aerobic digestion and dewatering capacity.

DISCUSSION:

The construction of the Solids Handling Improvements Project for the City's wastewater treatment plant is being funded through the FDEP Clean Water SRF program. One of the funding requirements is for the City to develop and implement a Fiscal Sustainability Plan to promote long term sustainability for the assets associated with the project for repair, replacement, or expansion. The plan includes an inventory of the critical assets including the new digesters, belt press, pumps and other equipment. The plan also includes an evaluation of the condition and performance of the assets, a plan for maintaining, repairing, or replacement, as well as an evaluation and plan to implement water and energy conservation efforts. All of the project's critical assets are new and are therefore operating effectively. The contractor will be providing Operation and Maintenance manuals for the equipment for the plant operators to understand and follow the manufacturer's recommended routine maintenance.

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 on the current fiscal year. Expenditures as they relate to replacement costs will be in future years.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution 2024-12, Adoption of the Fiscal Sustainability Plan for the City of Crestview WWTP Solids Handling Improvement Project.

Attachments

1. Fiscal Sustainability Plan Checklist
2. Fiscal Sustainability Plan_Crestview_SolidsHandling
3. Resolution 2024-12 Adopting FSP_Crestview WWTP Solids Handling

RESOLUTION: 2024- 12

RESOLUTION NUMBER 2024 - 12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CRESTVIEW, FLORIDA, ADOPTION OF THE FISCAL
SUSTAINABILITY PLAN FOR THE CITY'S WWTP SOLIDS
HANDLING IMPROVEMENT PROJECT, EFFECTIVE THIS DATE**

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater facility improvements; and

WHEREAS, the Florida Department of Environmental Protection State Revolving Fund (SRF) has designated the City of Crestview, listed under Project Number 46071 in accordance with the Clean Water State Revolving Fund Construction Loan Agreement WW46071, as eligible for available funding; and

WHEREAS, as a condition of obtaining funding from the SRF, the City is required to implement an FSP for the Crestview WWTP Solids Handling Improvements; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interest of the public health, safety and welfare; and

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

SECTION 1: The above recitals are incorporated into this resolution and are adopted as findings of fact.

SECTION 2: The Fiscal Sustainability Plan (FSP), attached hereto as Exhibit A, is hereby approved and incorporated herein by this reference. The FSP shall be considered a management tool for purposes of providing information to assist the City with providing reliable wastewater utility service.

SECTION 3: All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 5: This Resolution shall take effect immediately upon its approval and adoption by the City Council.

APPROVED AND ADOPTION THIS 26TH DAY OF AUGUST 2024.

JB WHITTEN, MAYOR

ATTEST:

MARYANNE GIRARD, CITY CLERK

Fiscal Sustainability Plan Checklist

Project No. _____ Project Sponsor: _____

Does the FSP apply to the entire system? Yes No
If no, will the sponsor address additional components of the system in phases?
Yes No

Does the FSP includes an inventory of critical assets that are part of the treatment works?
Yes No

Does the FSP include an evaluation of the condition and performance of inventoried assets or
asset groupings? Yes No

Does the FSP include a certification that the assistance recipient has evaluated and will be
implementing water and energy conservation efforts as part of the plan?
Yes No

Does the FSP include a plan for maintaining, repairing, and, as necessary, replacing the treatment
works and a plan for funding such activities? Yes No

Has the FSP been implemented or is there a resolution stating when the plan will be
implemented? Yes No

ACCEPTANCE:

Project Manager: _____ Date: _____

Program Administrator: _____ Date: _____

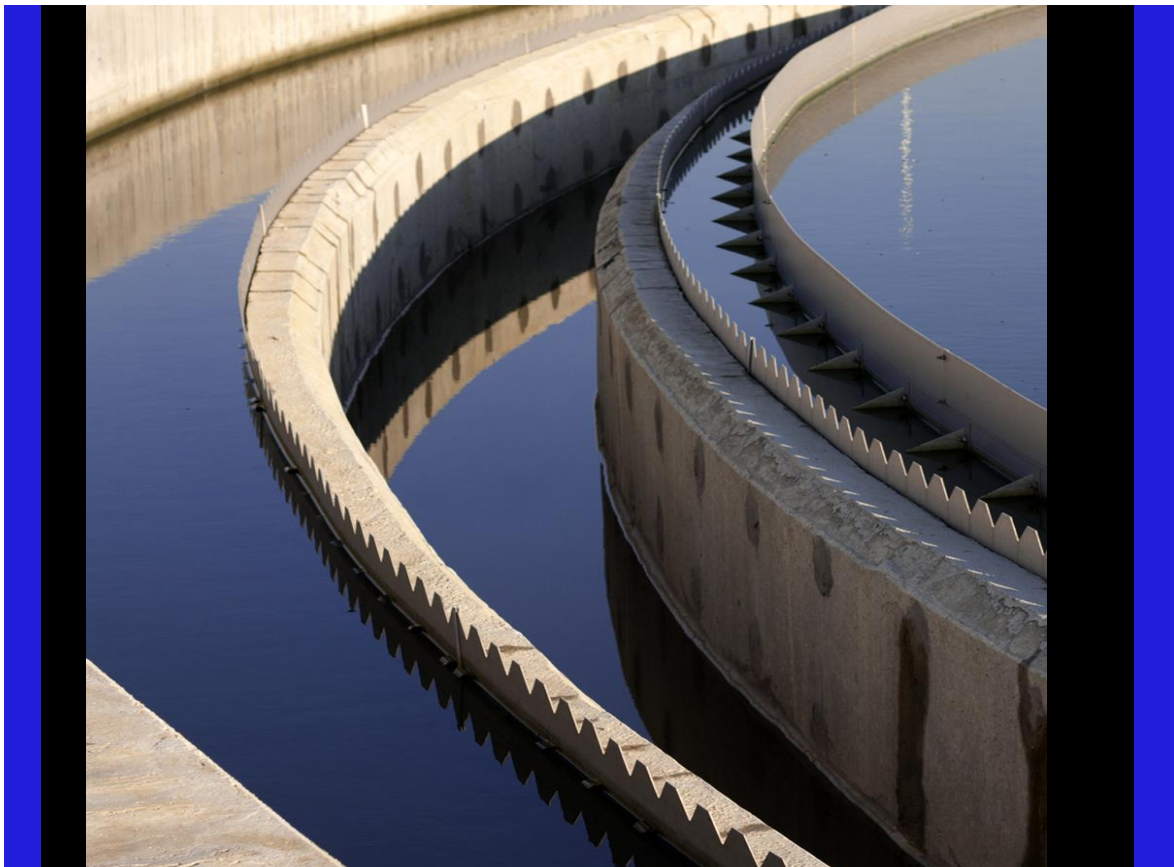
Effective Date: _____

Fiscal Sustainability Plan

Document no: WWTF-Dewatering-FSP
Revision no: 00

City of Crestview, FL

Crestview WWTF Solids Handling Improvements
March 1, 2024



Fiscal Sustainability Plan

Client name: City of Crestview, FL
Project name: Crestview WWTF Solids Handling Improvements
Client reference: Crestview
Project no: D3403200
Document no: WWTF-Dewatering-FSP
Project manager: Kevin Waddell
Revision no: 00
Prepared by: Jacobs
Date: March 1, 2024
File name: Fiscal Sustainability
Plan_Crestview_SolidsHandling

Document history and status

Revision	Date	Description	Author	Checked	Reviewed	Approved

Distribution of copies

Revision	Issue approved	Date issued	Issued to	Comments

Jacobs Engineering Group Inc.

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Appendices

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Acronyms and abbreviations

AMP	Asset Management Plan
BFP	Belt Filter Press
City	City of Crestview, Florida
FDEP	Florida Department of Environmental Protection Agency
FSP	Fiscal Sustainability Plan
LOS	Level of Service
O&M	Operation and Maintenance
SRF	State Revolving Fund
WWTF	Wastewater Treatment Facility

1. Introduction

The Fiscal Sustainability Plan (FSP) was developed for the City of Crestview Wastewater Treatment Facility (WWTF) Solids Handling Improvements Project. The purpose of this FSP is to provide the City with a plan for managing the new assets acquired in the project through the Clean Water State Revolving Fund (SRF) Loan over a 20-year planning period. Throughout the planning period this document should be updated periodically to reflect the current condition of the system.

The City of Crestview has seen significant growth in recent years and that growth has introduced a need to expand and build new residential communities. This growth has led to an increase in influent flow at the Crestview WWTF. The WWTF has also seen a dramatic increase in solids loadings over the last 5 years. These increased loadings follow a seasonal trend and have been consistent during the last several years. This increase led to the construction of the Solids Handling Improvements Project which provides the City with additional aerobic digestion and dewatering capacity. The project generally includes the following:

- Installation of two (2) 60-ft diameter aerobic digesters.
- Installation of a new dewatering building with a 2-meter belt filter press (BFP).
- Installation of a sludge transfer pump station.
- Installation of a digested sludge pump station.

2. Asset Inventory, Condition & Performance

The City of Crestview does not currently have a comprehensive asset management plan (AMP). The City and WWTF operators do maintain a list of critical asset inventory and service records; however, a common and thorough AMP would provide the City with a beneficial tool for maintaining critical assets to reduce operation and maintenance (O&M) costs and reduce the risk of emergencies. The purpose of this FSP is to provide a preliminary asset management system for maintaining the project specific assets. This FSP may be used as a starting point for the City to develop an AMP in the future.

2.1 Inventory of Critical Assets

Below is a detailed inventory of the Project's critical assets along with the life expectancy of each.

Table 2-1, Asset Inventory

Asset	Equipment Tag	Equipment Make/Model	Installation Year	Original Cost (\$)	Equipment Warranty	Estimated Life Expectancy
Digester No. 3	20-T-30-1	CROM 60' Dia.	2024	\$337,500	5-yrs	50
Digester No. 4	20-T-40-1	CROM 60' Dia.	2024	\$337,500	5-yrs	50
Digester Aerator No. 3	20-MIX-30-1	Aqua-Aerobics Aqua-Jet 75HP FSS Endura	2024	\$45,000	5-yrs	20
Digester Aerator No. 4	20-MIX-40-1	Aqua-Aerobics Aqua-Jet 75HP FSS Endura	2024	\$45,000	5-yrs	20
Intermediate Sludge Pump No. 1	25-P-10-1	Penn Valley Pump 6DDSX107	2024	\$50,000	2-yrs	20
Intermediate Sludge Pump No. 2	25-P-10-2	Penn Valley Pump 6DDSX107	2024	\$50,000	2-yrs	20
Biosolids Feed Pump No. 1	30-P-30-1	Penn Valley Pump 6DDSX107	2024	\$50,000	2-yrs	20
Biosolids Feed Pump No. 2	30-P-30-2	Penn Valley Pump 6DDSX107	2024	\$50,000	2-yrs	20
Belt Filter Press No. 1	20-M-20-1	Alfa-Laval AS-H KPZ 2M	2024	\$426,000	8-yrs (frame & coating) 5-yrs (bearings) 3-yrs (rollers)	25
Polymer Make-up Unit No. 1	N/A	ProMinent ProMix M 1200x2-10 PA	2024	\$54,000	1-yr	20
Screw Conveyor	40-CONV-30-1	JMS; 12" dia.	2024	\$130,000	2-yrs	25
Motor Control Center	MCC-C4	Schneider Model 6	2024	\$21,000	1-yr	20
Mini-Power Center	40MPC	Schneider 100A Panelboard and 15 kVA Transformer	2024	\$7,500*	1-yr	20

Asset	Equipment Tag	Equipment Make/Model	Installation Year	Original Cost (\$)	Equipment Warranty	Estimated Life Expectancy
Dewatering Building	Dewatering Building	Nucor Building Systems	2024	\$350,000	5-yr	50
Heater	HTR-1	Brasch 240 Series	2024	\$10,000*	1-yr	20
HVAC Fans	N/A	Aerovent DDP 30L4	2024	\$10,000*	1-yr	20
Flow Meter	40-FE/FIT-20-1	Krohne EnviroMag2000	2024	\$5,000*	1-yr	20
Gravity Sewer Manhole(s)	N/A	4' Dia. Quantity = 3	2024	\$27,000	1-yr	50

2.2 Condition and Performance of Inventoried Assets

The project is currently under construction with an anticipated completion the May 2024. Therefore, all associated assets are in new condition and are likely to perform adequately within the next 20-year planning period or beyond. The equipment should be properly maintained with the manufacturer's recommended routine preventative maintenance procedures. O&M manuals for all key equipment will be provided by the contractor and will be stored at the WWTF for reference.

2.3 Level of Service

The level of service (LOS) standard for the system is to provide treatment to the City's wastewater meeting regulatory requirements. The new facilities were designed around Class I reliability guidelines for dewatering systems and designed to meet Class B biosolids standards.

3. Evaluation of Water and Energy Conservation Efforts

Energy costs are a major contributing factor to the overall O&M costs associated with a WWTF. Energy conservation measures are an important aspect to consider with facility improvements and were incorporated into the new dewatering facilities. Water conservation is also an important metric to consider and was also incorporated into the new facilities. Some of the water and energy conservation efforts incorporated into this project are as follows:

- Variable frequency drives (VFDs) were installed to power the digester aerators
- VFDs were installed on all sludge transfer pumps
- Higher efficiency pumps and controls
- Supervisory Control and Data Acquisition (SCADA) controls were incorporated with each process component to automate equipment to run more efficiently.
- WWTF reuse water is used for equipment backwashing and cleaning to conserve water

4. Asset Management and Fiscal Planning

4.1 Replacement, Rehabilitation, Maintenance and Improvements of Project Assets Plan

As shown in Table 2-1, all of the new facility assets have a life expectancy of at least 20-years and therefore there are no project associated assets requiring replacement over the 20-year planning period. Therefore, a specific monetary plan for asset replacement will not be included in this FSP. Proper maintenance of all assets is recommended to improve the chances of each meeting or exceeding the anticipated life expectancy. The City should annually allocate non-capital funds for routine and preventative maintenance. A copy of the manufacturer's operation and maintenance manuals of all critical assets have been provided and are filed at the WWTF. Operators should familiarize themselves with the specific routine maintenance schedule for each. Below are some generalized routine maintenance activities included:

- Periodic inspection of all pumps and aerators running amps, run times, noise and vibration, etc.
- Greasing of all motors and hydraulic components
- Routine opening/closing of all valves
- Cleaning of polymer mixers and injectors
- Cleaning filter plates and clothes
- Replacement of worn or damaged mechanical and electrical components
- Replacement of worn conveyor liners

It is recommended that the City periodically update this FSP as conditions at the WWTF change. The City should also develop a capital expenditures reserve fund towards the end of the 20-year planning period to cover the cost of asset replacements or rehabilitations.

4.2 Fiscal Planning

It is important for the City to be proactive in maintaining the equipment to keep the systems operating efficiently for both energy savings and long-term savings for equipment replacement costs. Effective fiscal planning for the budgeting and allocation of funds for maintenance, repair, and replacement of assets is a key component.

Because all of the assets associated with this FSP are new; there are no replacement funds necessary for these SRF loan funded assets over the next 20-year planning period. The associated operation and maintenance costs will be funded through the City's operations budget. The operations budget is funded through utility sewer service and impact fees.

The City should periodically update the utility sewer service rate study to ensure generated revenues are sufficient to effectively operate and maintain the system.

The City should also pursue all available grant funding opportunities to pay for the needed system improvements.

RESOLUTION NUMBER 2024 - 12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, ADOPTION OF THE FISCAL SUSTAINABILITY PLAN FOR THE CITY'S WWTP SOLIDS HANDLING IMPROVEMENT PROJECT, EFFECTIVE THIS DATE

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater facility improvements; and

WHEREAS, the Florida Department of Environmental Protection State Revolving Fund (SRF) has designated the City of Crestview, listed under Project Number 46071 in accordance with the Clean Water State Revolving Fund Construction Loan Agreement WW46071, as eligible for available funding; and

WHEREAS, as a condition of obtaining funding from the SRF, the City is required to implement an FSP for the Crestview WWTP Solids Handling Improvements; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interest of the public health, safety and welfare; and

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

SECTION 1: The above recitals are incorporated into this resolution and are adopted as findings of fact.

SECTION 2: The Fiscal Sustainability Plan (FSP), attached hereto as Exhibit A, is hereby approved and incorporated herein by this reference. The FSP shall be considered a management tool for purposes of providing information to assist the City with providing reliable wastewater utility service.

SECTION 3: All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 5: This Resolution shall take effect immediately upon its approval and adoption by the City Council.

APPROVED AND ADOPTION THIS 26TH DAY OF AUGUST, 2024.

CITY OF CRESTVIEW, FLORIDA

ATTEST:

JB WHITTEN, MAYOR

MARYANNE GIRARD, CITY CLERK



Staff Report

CITY COUNCIL MEETING DATE: September 9, 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
DATE: 9/5/2024
SUBJECT: Resolution 2024-14 Designating Building Fund Excess to Future Building Permit Facility

BACKGROUND:

Section 553.80, Florida Statutes, regulates the amount of money that a building department may carry forward each year. The statute dictates that a department may not carry forward more than the 4-year average of the department's annual operating expenses. As it stands now, our excess with regard to the statutory requirement is \$1,081,556.51.

DISCUSSION:

Upon discussion amongst staff and our auditors, staff determined that the best option to mediate this situation would be to designate the excess funds to a future facility that would house building permits and inspections. This excess would be designated by this resolution, and earmarked for such use at a later date. It is our understanding that this solution should resolve any potential issues that would arise pursuant to the statutory requirement.

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

This item will have a positive financial impact, allowing us to retain collected funds for a productive use at a later date, rather than refunding the amount.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution 2024-14.

Attachments

1. T.501.2-1-1

RESOLUTION: 2024- 14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CRESTVIEW, FLORIDA, DESIGNATING CERTAIN EXCESS
BUILDING FUNDS FOR SPECIFIC USE AT A LATER DATE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, §553.80, Florida Statutes provides for the governing bodies of local governments to collect certain fees for the purposes of carrying out the local government's responsibilities in enforcing the Florida Building Code and also provides regulations for the amount of money that may be carried forward annually by a local government for such purposes; and

WHEREAS, the City of Crestview, in its budgeting process, identified a projected fund balance carry forward of \$1,081,556.51 for the upcoming fiscal year; and

WHEREAS, the City of Crestview has determined that such excess funds should be used for the future construction of a building or structure that will house the Building Permits and Inspections division, which is the City's building code enforcement agency.

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

SECTION 1 – DESIGNATION OF CARRY FORWARD FUNDS. The City of Crestview designates the identified excess to be carried forward in the Building Fund, \$1,081,556.51, to a future building or structure that shall house the Building Permits and Inspections division, which is the City's building code enforcement agency.

SECTION 2 – EFFECTIVE DATE. This Resolution shall take effect immediately upon approval of City Council.

Passed and adopted at a regular meeting of the City Council on this 9th day of September, 2024.

BY:

J. B. Whitten
Mayor

ATTEST:

Maryanne Girard
City Clerk

Building Permit Expenses
9/30/2023
Crestview

	9/30/2023	9/30/2022	9/30/2021	9/30/2020
Public Safety Exp	575,556.46	395,337.49	470,561.00	529,727.00
Debt Service - Principal	13,939.31	12,997.40	9,928.00	
Debt Service - Interest	602.35	1,319.95	2,469.00	
Transfers out - Admin costs	85,000.00	85,000.00	85,000.00	
Total Expenses	675,098.12	494,654.84	567,958.00	529,727.00
4-Year Average	566,859.49			
Fund Balance at 9/30/23	1,648,416.00			
Excess	1,081,556.51			

PGC discussed with management the need to review FL Statute 553.80 and the requirements to either refund excess fund balance, spend it on build new facilities for building inspection purposes.

The City is planning to build new facilities for building inspection staffing and related training.



Staff Report

CITY COUNCIL MEETING DATE: September 9, 2024

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Girard, City Clerk
DATE: 9/3/2024
SUBJECT: Monthly Update

BACKGROUND:

The monthly update is provided.

DISCUSSION:

Codification – We have received a final draft from CivicPlus, and it is in the process of final review.

Public Records - For the August 2024 period, we received we received 77 new requests, with 36 open, 6 days on average to fulfill all requests, 77 requests were closed, and 8 requests were fulfilled outside of the average response time by the end of the period. The average number of hours to fulfill a request was less than an hour at no cost to staff. We have received \$100.00 in payments for the August 2024 reporting period. Community Development (71) and the Police department (72) received the most requests per department with the remaining dispersed between the remaining departments.

Laserfiche – The public records portal located on the City Clerk page at: <https://city-of-crestview-fl.nextrequest.com/>. The portal is utilized to enhance the historical integrity and preservation of our records and ensure records are accessible on a routine basis, as well as in the event of a disaster. The total number of additional pages for August 2024 is 77,922.

Training Update – Training Update – Maryanne Girard and Natasha Peacock are registered for the Florida Public Records Management webinar series on September 17th, September 27th, and October 1st.

GOALS & OBJECTIVES

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

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Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

n/a

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: September 9, 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, Tim Bolduc, City Manager
DATE: 9/5/2024
SUBJECT: Development Report

BACKGROUND:

This is a presentation of development activities. Future presentations will include information from month-to-month, but this report will include relevant information back to the beginning of this year.

DISCUSSION:

Development Orders Issued:	8/13/24 - Garden Villas Townhomes Phase II - 30-unit townhouse subdivision located on approximately 2 acres to the south of Third Avenue and East of the existing Jones Road. 8/19/24 - Okaloosa Ophthalmology - a 6,000-square-foot ophthalmology office and associated improvements at the corner of Crosson Street and Price Gregory Way, north of Lowes and the apartments being constructed.
New Development Applications:	8/21/2024 - Trammel Creek Village - 258-unit multifamily residential housing development, comprised of rental townhouses and rental single family apartments on approximately 35 acres located north of the Railroad tracks and south of our old sewer treatment plant on N Lloyd Street 8/21/2024 - Spring Creek Court - 19-unit multifamily apartment development on approximately 1 acre, located west of the intersection of Bay Street and W Cobb Avenue.
Developments in Review:	Goodwill Crestview - New 21,500 square foot retail facility located on approximately 3 acres south of the Tom Thumb at the southwest corner of Highway 85 and PJ Adams Parkway. Circle K at 85 & PJ Adams - 5,200 square foot convenience store and fueling station on approximately 2.25 acres at the northwest corner of intersection of Highway 85 and PJ Adams. Hope City Community Church - 19,000 square foot church with associated improvements at the end of Hayes Pl, directly west of Allen Park. Crestview Preserve Subdivision - 36-unit townhouse subdivision located on 8 acres at the current end of Medcrest Drive. Autozone - Proposed Autozone on 1.20 acres located on Industrial Drive, north of the Hancock Whitney bank and generally across from the CCB Community Bank and

	McDonalds on north Highway 85. Sycamore Court - 38 apartment units on 1.91 acres, located northeast of the intersection of W Bowers Avenue and Bay Street. This project is northwest of Vineyard Village, the City's affordable housing development project.
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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 in nature.

RECOMMENDED ACTION

No action required.

Attachments

None