CITY of CRESTVIEW

CITY COUNCIL

CITY COUNCIL REGULAR MEETING

The Public is invited to view our meetings on the City of Crestview Live stream at https://www.cityofcrestview.org or the City of Crestview Facebook Page.

October 20, 2025
6:00 PM
COUNCIL CHAMBERS

1. Call to Order

2. Invocation, Pledge of Allegiance

2.1. Pastor Josh Neel of Hope City Community Church

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

5.1. 2025 Crestview Photo Contest "My Favorite View" Winners

6. Consent Agenda

6.1. Golf Course Driving Range Netting Purchase

6.2. Approval of the City Council Final Millage and Budget Hearing of September 22, 2025

6.3. Approval of City Council Regular Meeting Minutes of September 22, 2025

6.4. DEP Agreement No. L0174- Crestview Southwest Bypass Reuse Line Project

6.5. FDOT State Funded Grant Agreement- Redstone Avenue Pedestrian Safety Improvements

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Ordinance 2006 - Amending Chapter 18 - Businesses

8.2. Ordinance 2013 Photography

9. Resolutions

9.1. Resolution 2026-1 - Fire Ladder Truck Lease

10. Action Items

10.1. Okaloosa County Disc Golf Club Agreement

10.2. TurfTank Robot Contract

10.3. Auburn Water System Agreement

11. City Clerk Report

11.1. General Retirement Board Appointments

11.2. Citizen of the Year nominations are due by November 3, 2025

11.3. Monthly Update

12. City Manager Report

12.1. City Manager Updates

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 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 option 2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

CITY OF CRESTVIEW Item # 2.1.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	09/05/2025
SUBJECT:	Pastor Josh Neel of Hope City Community Church

BACKGROUND:
Clergy are invited on a volunteer basis to provide prayer before the meeting.

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
n/a

Attachments

None

CITY OF CRESTVIEW Item # 5.1.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Shae Bonifacio, Digital Media Specialist
DATE:	10/16/2025
SUBJECT:	2025 Crestview Photo Contest "My Favorite View" Winners

BACKGROUND:

The City of Crestview launched a photo contest for residents to submit their favorite photos of Crestview.

DISCUSSION:

Public Information Officer, Shae Bonifacio, will present the winners of the 2025 photo contest.

GOALS & OBJECTIVES

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

Communication- To engage, inform and educate public and staff

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

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no financial impact for this presentation.

RECOMMENDED ACTION

No action requested.

Attachments

None

CITY OF CRESTVIEW Item # 6.1.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Wayne Steele, Director of Operations
DATE:	10/16/2025
SUBJECT:	Golf Course Driving Range Netting Purchase

BACKGROUND:

The City of Crestview, in partnership with the Okaloosa County Tourist Development Department (TDD), is improving the Blackwater Golf Club as part of the Parking Lot and Netting Improvements Project. This initiative is partially funded through the County's Tourist Development Tax allocation of $621,860, intended to enhance visitor experience, safety, and the tourism draw of the facility.

Currently, the existing netting system at the driving range is insufficient to prevent golf balls from reaching adjacent homes and the Antioch Rd. corridor. The extension of the driving range netting is necessary to ensure public safety and maintain a positive experience for golfers and nearby residents.

DISCUSSION:

South Cover Netting has provided all previous netting installations at Blackwater Golf Club and is the sole source provider for the specialized golf netting required in this area. Their familiarity with the site and the system design allows for seamless integration of the new 90-foot netting extension with minimal disruption to course operations.

The proposal includes:

- Installation of eight engineered steel poles reaching 90 feet above grade and 368 linear feet of new netting with wire rope supports.
- Estimated project duration: 8–12 weeks for pole production, plus 2–3 weeks for installation.

The total turnkey cost for the steel option is $255,855. An alternative fiberglass option was also provided ($275,560), but the steel poles were selected based on cost efficiency, site conditions, and availability.

Due to the specialized nature of the work and South Cover's prior installations, the City seeks authorization to waive the standard purchasing policy and proceed under a sole-source procurement.

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.
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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

The proposed cost for the netting extension is $255,855.

Funding for this project is included within the approved Blackwater Golf Club Improvements 2026 budget, supported by: Okaloosa County Tourist Development Tax allocation: $621,860.

RECOMMENDED ACTION

Staff respectfully requests a motion to waive the City's purchasing policy and authorize a sole-source procurement with South Cover Netting Systems for the purchase and installation of the driving range netting extension at Blackwater Golf Club, for $255,855.

Attachments

1. Blackwater 90 Foot Range Addition
2. 11-5 Cview Expend Plan-Golf

www.southcover.net
21 Oak Ridge 770 317 5714 PH
Winder Ga 30680 770 586 0565 FX
southcovernet@gmail.com

Quote# BWCC0124
Date:5/29/24

Blackwater CC
Driving Range
Crestview FL

Steel 90’ above grade poles and netting
368’ length

Steel 90’ above grade OAL 105’
Deduct $15k from all quotes if reusing existing nets and poles.

Install new poles, bore to 15’depth 4000psi concrete.(Fiber added)
Steel to 90’ above grade 30’ x 42’ from 15’ below grade to 27’ then place a 24” Od steel pole with a 1’ insert for a total height addition of 36’ to bring to 69’
Then add a 12.75” Od 21’ pole dropped in with a 1’ insert to bring to a height of 90’
18 Back stays 3/8” steel cable wire rope
8 count poles, this gives a spacing of 50’.7” to current length and is within the tolerances for almost
All netting manufacturers specs for wind loading
New cable 9100lb test wire utility Top Bottom and Middle Line.
Steel carabiners placed 18” top cables and steel rings on bottom
Net
10 year warranty against UV fade and UV wear.
Net ¾” golf mesh 5/16” rope border UV treated.
Off road forklift, auger and 90’ reach boom and crane
Demolition trailer
Poles 60 days out
Expect 14-21 days for Installation
$255,855 Turnkey
Steel poles, higher impact on surface excavation
Engineered poles add $25K

Engineered FRP Fiberglass Poles(All else as above see notes below)
$275,560
Lower impact on the golf course surface, no concrete truck required, no concrete , no excavation for casings
Higher initial pole cost but lower impact on surface

Material deposit is 50% for poles and hardware.
Alternately City of Crestview may order poles we will offload on scheduled delivery.
30% deposit the required on balance minus poles.
Standard Rock Clause for Excavation **ROCK CLAUSE**

[Note: This provision applies to a contract between a contractor and a property owner for the construction on the owner's land.]

The Consideration does not include any costs or contingencies for rock or other abnormal surface and sub surface conditions, and Owner shall be responsible for the costs of correcting any such conditions. Should such abnormal conditions be encountered on the building site in connection with foundations and footing excavation or installation of sewer lines, on-site sewage disposal systems, water lines, or other utility services, Contractor shall promptly inform Owner of same and estimated costs of the additional work. Such costs may include, but are not necessarily limited to, blasting expenses, jack hammer and drill operations. The actual costs will be reflected in an increase in the Consideration, which increase shall not be subject to the Guaranteed Maximum Price, if any

Standard Rock Clause for Excavation
6 year warranty against defects in workmanship

Regards,Barry L Gunn President

Tourist Development Department

October 4, 2024

Tim Bolduc, City Manager
City of Crestview

Subject: Municipal 12.5% Allocation

Blackwater Golf Course – Parking Lot & Driving Range Netting
Tentative Amount Approved: $621,860
Conditions:

1. Keep TDD Project Coordinator, Sharon Gold, in the loop as project progresses.
2. Provide quarterly facility usage statistics to TDD Sports Sales Coordinator, Ron Shumard.
3. Approval of this project reallocates funding from previously approved projects as follows:

FY22 Wayfinding	($7,500)	FY22 TDT	$15,000
FY23 Wayfinding	($7,500)	FY23 TDT	$135,000
FY23 Nature Trail	($120,000)	FY25 TDT	$471,860
FY22 Marketing	($7,500)	Project Budget	$621,860
FY23 Marketing	($7,500)		
	($150,000)		

DESTIN FORT WALTON BEACH FLORIDA

Okaloosa County Tourist Development Tax
Expenditure Plan: October 1, 2024 – September 30, 2025
Application Deadline: March 1, 2024

Municipality: Crestview **Project Name:** Blackwater Golf Course Parking Lot & Netting

Project Description:

The City of Crestview is dedicated to improving the Blackwater Golf Club to position Blackwater Golf Club as a top-tier destination, driving tourism and economic vitality. Quality facilities are crucial in attracting visitors; this project focuses on key enhancements needed to accommodate increased tourist traffic, improved experience and ensure overall safety.
The primary elements of this effort include expanding the parking lot and installing a new taller protective netting system at the end of the driving range and the new parking area. Currently the driving range's netting system is not tall enough to prevent the golf balls from leaving the range facility. To address this issue, Blackwater officials have implemented the use of "limited flight" range balls. Unfortunately this not only impacts the overall experience for the golfers, it is also not always effective.
Expanding the parking lot is essential to accommodate the growing number of visitors, providing enough space for tourists and ensuring a smooth arrival experience. The installation of the improved netting system will allow greatly improve the experience for the golfers as well as ensure the safety of adjacent properties.

Explain How Project Existence/Availability is Promoted to Tourists:

Blackwater Golf Club is the only course fully open to the public that provides Toptracer technology in the county, with the next closest facility in Tallahassee. This amenity is promoted to tourists through a variety of channels, including radio advertisements on JVC Broadcasting, targeted social media advertisements on Facebook and Instagram, and email blasts sent to a growing database of customers collected through the POS tracking system

Explain How Project Use by Tourists is Documented/Tracked:

A recently implemented POS will provide zip code data from patrons. However, website traffic in Google Analytics 1/1/24-9/9/24 reflects 24,400 non-local users and 2,200 users from Crestview. Top geographical areas include Chicago 3,900 users, Dallas 1,300 users, New Orleans 1,200 users, Atlanta 787 users, Mobile with 631 users. These statistics highlight the significant interest from non-local visitors, demonstrating the broader economic potential of Blackwater Golf Club as a regional tourism destination.

Tourist Development Plan Element per Ordinance 2022-23, Sec. 20-72: Product Impv - Non-Water Related

FY 2025 Funds Requested: $621,860

Project Budget: Please attach a detailed project budget, including revenue sources and expenditures

Is this a multi-year project? No

Will this project be financed? No

Is direct vendor payment requested? No

Please attach any plans, drawings or other documentation

****

I attest this project complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2022-23, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

City Manager Signature Date 10/9/24

Please email completed form + project budget to: cdunworth@myokaloosa.com no later than 5pm on March 1, 2024.
Incomplete or unsigned applications will not be considered.

Blackwater Golf Expansion	Total Cost	TDT Funds	City Funds	In-Kind Labor
Parking Lot Expansion				
Design				
Design - 93 paved spaces	52,700.00	38,471.00	14,229.00	
		-	-	
Construction		-	-	
Mobilization	42,335.27	30,904.75	11,430.52	
Sediment Barrier	960.00	700.80	259.20	
Floating Turbidity Barrier	1,440.00	1,051.20	388.80	
Clearing and Grubbing	51,260.33	37,420.04	13,840.29	
Regular Excavation	325.00	237.25	87.75	
Type B Stabilzation	31,092.81	22,697.75	8,395.06	
Optional Base, Base Group 6	113,228.79	82,657.02	30,571.77	
Superpave Asphaltic, Traffic B, PG 76-22	79,800.00	58,254.00	21,546.00	
Plain Cement Concrete Pavement, 6"	6,931.40	5,059.92	1,871.48	
Bollards	10,000.00	7,300.00	2,700.00	
Concrete Curb & Gutter, Type F	66,350.00	48,435.50	17,914.50	
Concrete Ditch Pavement, Non-Reinforced, 3"	15,944.00	11,639.12	4,304.88	
Riprap, Rubble, F&I, Ditch Lining	486.40	355.07	131.33	
Painted Pavement Markings, Standard, White, Solid, 6"	534.02	389.83	144.19	
Relocated Cart Barn 60' x 80'	25,000.00	18,250.00	6,750.00	
		-	-	
Protective Netting		-	-	
Total Netting - 868 ft by 30 ft - Turnkey	306,907.00	224,042.11	82,864.89	
		-	-	
Contigency Amount	46,568.80	33,995.22	12,573.58	
	851,863.82	621,860.59	230,003.23	-
		73.0%	27.0%	0.0%

PARKING SPACES			
PARKING LOT	ADDED SPACES	REMOVED SPACES	SPACES GAINED
WEST LOT	17	3	14
EAST LOT	79	0	79
TOTAL:	96	3	93

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

ALDAY-HOWELL ENGINEERING, INC.
4100 S. FERDON BLVD. STE B2
CRESTVIEW, FL 32536
PHONE (850) 526-2040 • FAX (850) 526-4746
E-MAIL : info@aldayhowell.com
FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

REVISIONS

DESCRIPTION	INITIAL	DATE

CLIENT: CITY OF CRESTVIEW

PROJECT: BLACKWATER GOLF PARKING ADDITIONS

CONCEPT PLAN

IF THIS LINE DOES NOT MEASURE ONE INCH IN LENGTH, THE SCALES ON THIS DRAWING ARE NOT VALID.

JOB NO. 24-100L
DRAWN BY ASH
CHECKED BY JSF
DATE 05/08/24
SHEET 1

Petal Pl
Driving range
extension net
Jerry Ln
4
Antioch Rd
4
Layers
Gully Branch

City of Crestview

Proposal for Enhancements at Blackwater Golf Club

Project Overview

The City of Crestview is dedicated to improving the Blackwater Golf Club to strengthen its standing as a leading golf destination and an important part of local tourism. Recognizing the crucial role of quality facilities in attracting visitors and bolstering the local economy, this project focuses on key enhancements needed to accommodate increased tourist traffic, improved experience and ensure overall safety.

The primary elements of this effort include expanding the parking lot and installing a new taller protective netting system at the end of the driving range. Currently the driving range's netting system is not tall enough to prevent the golf balls from leaving the range facility. To address this issue, Blackwater officials have implemented the use of "limited flight" range balls. Unfortunately this not only impacts the overall experience for the golfers, it is also not always effective.

Expanding the parking lot is essential to accommodate the growing number of visitors, providing enough space for tourists and ensuring a smooth arrival experience. The installation of the improved netting system will allow greatly improve the experience for the golfers as well as ensure the safety of adjacent properties. These improvements are necessary to position Blackwater Golf Club as a top-tier destination, driving tourism and making a significant contribution to the economic vitality of Crestview.

In addition, Blackwater Golf Club offers Toptracer technology, making it the only course fully open to the public that provides these services in the county, with the next closest facility in Tallahassee.

The City of Crestview will demonstrate the proportion of non-local play at Blackwater Golf Club by tracking zip codes through the point of sale (POS) system. This data will quantify the impact of out-of-town tourists, helping tailor marketing efforts to attract more visitors and providing evidence of the golf club's tourism contribution to the local economy.

Components and Specifications

1. **Parking Lot Expansion**: The parking lot expansion project is critical to accommodating increased visitor traffic and improving the overall user experience at the Blackwater Golf Club.

   Scope of Work:

- Design and Construction of 93 additional paved parking spaces.

Design and Engineering:

- **Civil Engineering Services**:
  - Alday-Howell Engineering, Inc. (AHE) will provide comprehensive engineering and consulting services, including site investigations, detailed construction plans, and specifications following the City of Crestview Land Development Code.

Bid Services:

  - Assistance with the bidding process, including preparation of addenda, bid tabulation, and recommendation for contract award.
  - Monitoring of the construction project and providing limited post-construction assistance.

Compensation and Timeline:

- A lump sum payment of $52,700 for professional services.
- Estimated delivery of final construction plans and bid documents within 20 weeks from task order execution.

Construction Estimated Costs:

- Mobilization, site preparation, paving, and associated infrastructure improvements.
- **Total estimated project cost**: $668,356.82

2. **Protective Netting**:

Specifications:

- Installation of wood Class 11 poles.
- Installation of 8 fiberglass poles
- Top and bottom cables with 9100lb test wire rope.
- Netting with a 10-year warranty against UV fade and breakdown.
- **Turnkey installation cost**: $306,907.

Project Budget Breakdown

Deliverable	Cost
Parking Lot Expansion (Design)	$52,700
Parking Lot Expansion (Construction)	$615,656.82
Protective Netting	$306,907
Total Estimated Project Cost	**$975,263.82**

Funding Request

The City of Crestview is requesting to allocate $623,512.00 from the current local allocation as follows:

FY22-23 Funding Way-Finding	$ 15,000.00
FY22-23 Nature Trail	$120,000.00
Marketing & Promotion	$ 15,000.00
FY25 Funds	$473,512.00
Total	$623,512.00

The remaining project balance will be funded by the City of Crestview through general fund revenues and the performance of work by “inhouse” crews.

Conclusion

The proposed enhancements at Blackwater Golf Club are strategic investments to significantly boost tourism in Crestview. Expanding the parking lot will accommodate the increasing number of visitors, ensuring a seamless and convenient experience. Installing protective netting will protect the new parking development and uphold safety standards. By prioritizing these upgrades, we are ensuring that Blackwater Golf Club can both generate and accommodate increased tourism, promoting Crestview as a key destination for golfing.

CITY OF CRESTVIEW Item # 6.2.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
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:	09/24/2025
SUBJECT:	Approval of the City Council Final Millage and Budget Hearing of September 22, 2025

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-

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

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

A motion to approve the City Council Final Millage and Budget Hearing of September 22, 2025.

Attachments

1. 09222025 City Council Final Millage and Budget Adoption Minutes Draft

City Council Final Millage and Budget Hearing Minutes - DRAFT
September 22, 2025
5:15 p.m.
Council Chambers

1. Call to Order

The Final Millage and Final Budget Adoption Public Hearing of the Crestview City Council was called to order at 5:15 p.m. by Mayor JB Whitten. Members present: Mayor Pro-Tem Doug Capps and Councilmembers: Ryan Bullard, Brandon Frost, Dusty Allison, and Shannon Hayes. Also present: City Manager Jessica Leavins, City Clerk Maryanne Girard, City Attorney Jonathan Holloway, and various staff members.

2. Pledge of Allegiance

The Pledge of Allegiance was led by Financial Management Analyst Wendy Tarpley.

3. Open Policy Making and Legislative Session

Mayor JB Whitten declared a quorum was present.

4. Approve Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Shannon Hayes and seconded by Councilmember Brandon Frost to approve the agenda, as presented.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

5. Public Hearings/Resolutions for Final Millage and Budget

5.1. Resolution 2025 - 20, Adopting the FY25/26 Final Millage Rate

City Manager J. Leavins introduced Resolution 2025-20, A Resolution Adopting the FY25/26 Final Millage Rate to the City Council. Within fifteen days after the tentative millage hearing, the city must advertise its intent to adopt a final millage. The public hearing to adopt the final millage must be two to five days after the advertisement appears in the paper.

She stated the following announcements are as required by Florida Statute 200.065(5): The Taxing Authority is the City of Crestview, 6.6225 is the current rollback rate, 6.6466 is the proposed operating millage rate and the .36 percentage increase over the rolled-back rate. The Final Millage rate to be levied is 6.6466.

City Clerk Maryanne Girard read the Resolution by title: A Resolution of the City of Crestview, Florida, Adopting the Final Levying of a Millage of 6.6466 For the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026, and Providing For An Effective Date.

Mayor JB Whitten called for action.

Motion by Councilmember Dusty Allison and seconded by Councilmember Shannon Hayes to adopt Resolution 2025-20.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

5.2. Resolution 2025 - 21 Adopting the Final FY25/26 Budget

City Manager J. Leavins introduced Resolution 2025-21, A Resolution Adopting the Final FY25/26 Budget to the City Council. She stated within fifteen days after the tentative budget Hearing; the city must advertise its intent to adopt a final budget. The public hearing to adopt the final budget must be two to five days after the advertisement appears in the newspaper. She then asked the City Clerk to read Resolution 2025-21 by title.

City Clerk Maryanne Girard read Resolution 2025-21: A Resolution of the City of Crestview, of Okaloosa County, Florida, Adopting the Final Budget For the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026 and Providing For An Effective Date.

Mayor JB Whitten called for comment and in hearing none, called for action.

Motion by Councilmember Ryan Bullard and seconded by Councilmember Dusty Allison to adopt Resolution 2025-21.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

6. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

7. Comments from the Audience

Mayor JB Whitten called for comment from the public.

8. Adjournment

Mayor JB Whitten adjourned the meeting at 5:20 p.m.

Minutes approved this __ day of __, 2025.

_____
JB Whitten
Mayor

_____
Maryanne Girard
City Clerk
Proper Notice having been duly given

CITY OF CRESTVIEW Item # 6.3.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
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:	10/01/2025
SUBJECT:	Approval of City Council Regular Meeting Minutes of September 22, 2025

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-

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

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

A motion to approve the City Council regular meeting minutes of September 22, 2025.

Attachments

1. 09222025 City Council Regular Meeting Minutes Draft

City Council Minutes - DRAFT
September 22, 2025
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. Council members present: Mayor Pro-Tem Doug Capps. Council members present: Ryan Bullard, Brandon Frost, Dusty Allison, and Shannon Hayes. Also present: City Manager Jessica Leavins, City Clerk Maryanne Girard, City Attorney Jonathan Holloway, and various staff members.

2. Invocation, Pledge of Allegiance

2.1. The Invocation and Pledge of Allegiance was led by Elder Sylvester Echols of First Church of God in Christ.

3. Open Policy Making and Legislative Session

Mayor JB Whitten announced there was a quorum present.

4. Approve Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Shannon Hayes and seconded by Councilmember Dusty Allison to approve the agenda, as presented.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

5. Presentations and Reports

5.1. Parks and Recreation Cheer Presentation

Councilmember Ryan Bullard asked the cheerleaders and Parks and Recreation Director Brady Peters to come forward. He stated he made a donation as he supports the program.

Athletic Programs Manager Teresa Lucari thanked Councilmember Bullard for the donation and support.

5.2. Certificate of Recognition - Officer Spry

Councilmember Ryan Bullard read a Certificate of Recognition to Officer Nicholas Spry for exceptional service during a mental health crisis of an individual in his office.

5.3. Proclamation Declaring October as Breast Cancer Awareness Month

Councilmember Dusty Allison read a proclamation declaring October 7th for Breast Cancer Awareness. Representatives from the Emerald Coast Making Strides Against Breast Cancer stated the event will be held on October 18th in Niceville at Northwest Florida State College.

5.4. Beige Corporation

City Manager J. Leavins announced the presentations for the photography bid submissions were next.

Beige Corporation Head of Business Development, Kimberly Neer, went over her company's program. Their mission is to deliver impactful, high-quality photography services. They provide a lead photographer, as well as back-up photographers. She went over their services, including drone photography.

5.5. GD Photography

GD Photography, Gia DeMario, stated she is committed to customer service. She has provided still and action shots in the city for over eighteen years. She added she does not think the sports portion should be bid out, as the parents should be able to choose the photographer they want.

5.6. Shot in Focus

Shot in Focus, Darlene Estes, came forward. She said they specialize in capturing still and action shots. She went over the process of planning and scheduling for picture day. She mentioned they offer either a 10% commission or 10% discount to the families.

6. Consent Agenda

Mayor JB Whitten asked to add the extension agreement with Harris Fence under agenda Item 6.5. and then called for action.

Motion by Councilmember Dusty Allison and seconded by Councilmember Shannon Hayes to approve, as amended.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

6.1. Jacobs TO 2026-01 Professional Engineering Services

6.2. Okaloosa Tax Collector Office Project Easement

6.3. SR85 at Garden St Extension - Task Order Amendment

6.4. Library Interlocal Agreement 2026

6.6. Approval of City Council Regular Meeting Minutes of September 8, 2025

6.7. Approval of the City Council Tentative Millage and Budget Hearing of September 15, 2025

6.5. First Amendment to Continuing Contract for Fence Repair, Replacement and Installation

City Manager J. Leavins introduced the First Amendment to continuing contract for fence repair, replacement and installation. Both contracts are ready to extend for one year.

City Attorney Jonathan Holloway explained that the contracts can be renewed for an additional year and there are no changes from the initial contract.

Motion by Councilmember Shannon Hayes and seconded by Councilmember Dusty Allison to accept the First Amendment to the Continuing contracts for Mr. Fence and Harris Fence.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 2010- Antioch Road Comprehensive Plan Amendment

CDS Director Barry Henderson presented Ordinance 2010, Antioch Road Comprehensive Plan Amendment, for Second Reading to the City Council. He mentioned the property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for residential or multi-family use. He then asked the City Clerk to read Ordinance 2010 by title.

City Clerk Maryanne Girard read Ordinance 2010 aloud:An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing For Authority; Providing For Findings of Fact; Providing For Purpose; Providing For Changing the Future Land Use Designation From Commercial (C) to Residential (R) on Approximately 7.56 Acres, More or Less, In Section 26, Township 3 North, Range 24 West; Providing For Future Land Use Map Amendment; 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 expressed concerns regarding flooding in the conceptual plan. However, CDS Director B. Henderson replied there will be more green space with residential, so it would reduce the flooding concern.

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 Shannon Hayes to adopt Ordinance 2010 on second reading.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

7.2. Ordinance 2011-Antioch Road Rezoning

City Attorney Jonathan Holloway swore in all participants for the quasi-judicial segments of the meeting.

CDS Director Barry Henderson presented Ordinance 2010, Antioch Road Rezoning, for Second Reading to the City Council and went over the zoning details and advertising requirements. He then asked the City Clerk to enter the staff report into the record and read the ordinance by title.

On July 31, 2025, staff received an application to amend the comprehensive plan and zoning designations for property located on Antioch Rd. The subject property is currently located inside the city limits of Crestview with a future land use and zoning designation of Commercial (C) and Commercial Low-Intensity District (C-1), respectively. The application requests the Single and Multi-Family Density Dwelling District (R-3) zoning designation for the property. The Planning and Development Board recommended approval of the request on September 2, 2025, and it was approved by the City Council upon first reading on September 9, 2025. The property description is as follows: Property Owner: HARDBALL HOLDINGS LLC; Parcel ID: 26-3N-24-0000-0015-0010; Site Size: 7.56 acres; Current FLU: Commercial (C); Current Zoning: Commercial Low-Intensity District (C-1); Current Land Use: Vacant. The following provides the surrounding land use designations, zoning districts, and existing uses.
Direction: North; FLU: Commercial (C), Okaloosa County Low Density Residential, & Okaloosa County Agriculture; Zoning Commercial Low-Intensity District (C-1), Okaloosa County Residential-1, Okaloosa County Agricultural. Existing Use: Vacant & Residential. Direction: East; FLU: Public Lands (PL); Zoning: Public Lands (PL); Existing Use: Commercial. Direction: South; FLU: Commercial (C) & Okaloosa County Agriculture; Zoning: Commercial Low-Intensity District (C-1) & Okaloosa County Agricultural; Existing Use: Residential. Direction: West; FLU: Okaloosa County Agriculture; Zoning: Okaloosa County Agricultural; Existing Use: Vacant. The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for residential or multi-family use.
Staff reviewed the request for rezoning and found the following:
- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.
Courtesy notices were mailed to property owners within 300 feet of the subject property on August 12, 2025. The property was posted on August 11, 2025. An advertisement ran in the Crestview News Bulletin on August 21, 2025.

City Clerk Maryanne Girard read Ordinance 2011 aloud. An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 7.56 Acres, More or Less, of Real Property, Located In Section 26, Township 3 North, Range 24 West, From the Commercial Low-Intensity District (C-1) Zoning District to the Single and Multi-Family Density Dwelling District (R-3) Zoning District; Providing For Authority; Providing For the Updating of the Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

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

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Brandon Frost to approve Ordinance 2011 on 2nd reading for final adoption.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

8. Ordinances on First Reading

8.1. Ordinance 2012 - Community Redevelopment Agency Board Amendment

City Manager J. Leavins presented Ordinance 2012, Ordinance for the Community Redevelopment Agency Board Amendment, for First Reading to the City Council. She explained that staff have spoken to relevant members of the Okaloosa County Board of County Commissioners, and it has been determined that there is no longer an expressed necessity or otherwise any desire for a county commissioner to serve on the CRA. She then asked the City Clerk to read Ordinance 2012 by title.

City Clerk Maryanne Girard read Ordinance 2012 aloud. An Ordinance Amending Community Redevelopment Agency Provisions; Providing For the Amendment of Chapter 2, Article III, Division 4, of the Code of Ordinances; Providing For Authority; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For An Effective Date.

Mayor JB Whitten called for comment from the Council.

In response to Councilmember S. Hayes on whether the Mayor Pro-Tem would be the Chair for the CRA, Mayor JB Whitten replied that is the intent. He added that he had spoken to Commissioner Cox, and she fully supported the amendment.

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

Motion by Councilmember Ryan Bullard and seconded by Councilmember Shannon Hayes to approve Ordinance 2012 on 1st reading and move to second reading for final adoption.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

9. Resolutions

10. Action Items

10.1. City Manager Employment Agreement

City Attorney J. Holloway mentioned the City Council at the July 8th meeting, voted to approve the appointment of Jessica Leavins as the city manager. The contract is effective from August 1st. He asked for recommendation to approve the

contract. Mayor JB Whitten said he had worked extensively with the city attorney on the contract.

He asked for comments from the City Council.

Councilmember R. Bullard mentioned that he has spoken to Mr. Holloway to and concurred this is the direction the city would like to go.

Mayor Pro-Tem Capps also spoke to the city attorney in depth.

Councilmember Dusty Allison appreciated the attorney and mayor for the work in putting the contract together.

Motion by Mayor Pro-tem Doug Capps and seconded by Councilmember Dusty Allison to approve the mayor signing the contract appointing Jessica Leavins, as the city manager.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

10.2. City Government Week Agenda

Mayor JB Whitten introduced the City Government Week agenda. He said the Crestview HS student government will be invited to the City Council meeting. On Tuesday, the Council will greet the students in the morning at Walker Elementary. In the evening, the Lead Graduation will be held at 5:00 p.m. at Warriors Hall. On Wednesday, we will host the Chamber of Commerce Strategic Planning at the Community Center, and the city will pay for their breakfast. We will have Employee Day at Warrior's Hall on Thursday. That evening the "Spirits of Crestview" will be held on Main Street. On Friday, we will have cocktails and karaoke at Eagle's Nest at 6 p.m. On October 25th, the Fall Festival and Trunk or Treat will be held on Main Street. He added details of the agenda will be distributed.

Motion by Councilmember Shannon Hayes and seconded by Councilmember Dusty Allison to approve the City Government Week agenda.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

10.3. Intergovernmental Agreement with Okaloosa County for LAP Sidewalk Projects

City Manager J. Leavins introduced the Intergovernmental Agreement with Okaloosa County for LAP Sidewalk Projects. She explained that this is a project where sidewalks will be placed through the Department of Transportation. The county has requested some funding from us as the grant did not cover it all. She added the sidewalks will be ADA accessible. She added we have some funds left over from the PJ Adams project.

Mayor JB Whitten called for comment from the Council.

In response to Councilmember S. Hayes regarding the average cost of sidewalks and

whether there was room for negotiation in case the project goes over, City manager J. Leavins replied that the quotes change daily and there is a contingency, but it is funded through State grant dollars.

Motion by Councilmember Shannon Hayes and seconded by Mayor Pro-Tem Doug Capps to approve the mayor's signature for the Intergovernmental Agreement with Okaloosa County.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

10.4. Photography Services for City Events and Programs

City Manager J. Leavins said staff have received concerns from the public, so staff cannot recommend a vendor because of the concerns. The alternative solution to the program is through a permitting process similar to how special events are done. A family could choose the vendor that the city vetted which would allow multiple vendors through a vetting process.

Discussion ensued on background checks and parental choice.

Mayor JB Whitten called for comment from the audience.

Tanya DeMara voiced her concern about not being able to choose the photographer. She suggested keeping it local and affordable.

City Manager J. Leavins said we will bring back an ordinance and permitting process, and City Attorney J. Holloway added an ordinance will come back in November.

In response to Councilmember R. Bullard and the current league play, City Attorney J. Holloway replied that some vendors have taken pictures, but they would not be allowed on the game field. He added the current contract will not be extended and reiterated that city property cannot be used for the photo sessions.

City Attorney J. Holloway asked the City Council to consider rejecting all proposals received.

Motion by Mayor Pro-Tem, Doug Capps and seconded by Councilmember Ryan Bullard to reject all proposals for the Photography Services for City Events and Programs.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

10.5. Red Light Survey for 2024-2025

Chief Stephen McCosker stated that the State requirement is to present the Red-Light report annually. He read the statistics from the Red Light Camera Survey for 2024-2025. He went over the violation notices, the total revenue paid, and the payment to Novoa Global.

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Shannon Hayes to accept the report.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

11. City Clerk Report

12. City Manager Report

12.1. Financial Update - Finance Director

Finance Director Gina Toussaint went over the July financial statements and the August disbursements.

12.2. City Manager Updates

City Manager J. Leavins said the first school zone speed cameras will be installed at the Shoal River School area in about four to six weeks.

In response to Mayor Pro-Tem D. Capps on the red-light camera installation, Chief McCosker replied that the focus is to install the speed cameras first.

City Manager J. Leavins introduced the alternative plan that provides a solution for a long-range recreational plan. We have found an existing facility that is air conditioned and able to meet our needs. The property is called the ROC and currently owned by Central Baptist Church. There are some repairs to be made. She asked for action to purchase the property for immediate need since the basketball season is coming up. She added the long-term plan includes Old Spanish Trail Park. We will redesign the park, and it is broken down in phases for funding purposes. She added the fields are different sizes for the different needs. She mentioned we have engineers on retainer who will craft a design. She mentioned that an inside facility could fit on the property, and we are looking at funding sources.

In response to Councilmember B. Frost regarding honoring the current contract at the ROC, City Manager J. Leavins said the city is not equipped to maintain the pool, so we would partner with the non-profit to manage it.

Motion by Councilmember Shannon Hayes and seconded by Councilmember Brandon Frost to the City Attorney to negotiate the contract not to exceed 1.5 million dollars.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

13. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

Councilmember S. Hayes said he will be going to Orlando to represent the city as vice chair for the FLC Legislative Policy Committee for municipal operations.

Mayor JB Whitten mentioned the Opioid Summit at 6:00 p.m. tomorrow night at Warriors Hall. He said it is a free and Bridgeway will supply the food. He said Nerdcon will be held on September 27th at the Community Center from 10 to 8 p.m. The Skate Jam will be held at the Skate Park from 10 to 2 p.m. On October 1, the leadership of the cities in the county are discussing e-bikes and are looking for guidance to ensure everyone is safe.

14. Comments from the Audience

Mayor JB Whitten called for comment from the public.

Resident Hunter Sanders said he is located at North Pearl and Elm and requested a stop and speed limit sign. He added there are six children under three in the neighborhood, and it is a dangerous location.

Resident Meryl Sanders came forward and said there are no speed limit signs on North Pearl. She suggested a flashing sign. There has also been property damage at the Elm stop sign.

Mayor JB Whitten requested a temporary sign, and PS Director Carlos Jones will look at the area. Councilmember R. Bullard requested an extra traffic cop.

Gia DeMario asked about the parking for the ROC at Central Baptist Church, and City Manager J. Leavins said they are negotiating.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:43 p.m.

Minutes approved this __ day of __, 2025.

_____

JB Whitten
Mayor

_____

Maryanne Girard
City Clerk
Proper Notice having been duly given

CITY OF CRESTVIEW Item # 6.4.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jayce Vanderford, Project Manager, Wayne Steele, Director of Operations
DATE:	10/16/2025
SUBJECT:	DEP Agreement No. L0174- Crestview Southwest Bypass Reuse Line Project

BACKGROUND:

In 2024, the City of Crestview submitted a request for state appropriations funding through the Florida Department of Environmental Protection (DEP) for the Crestview Southwest Bypass Reuse Line Project and was subsequently awarded $375,000 under DEP Agreement No. L0174. The project will expand the City's wastewater and reclaimed water systems by providing treated effluent for irrigation at the Blackwater Golf Club and the new Pineview K–8 School. These improvements will relieve capacity pressure on the wastewater treatment plant, enhance regulatory compliance, and support the City's long-term wastewater management and sustainability goals.

DISCUSSION:

The project scope includes design, permitting, and construction of approximately 13,000 linear feet of 6-inch reuse force main and a new pump station, including all required site, mechanical, and electrical work. The agreement establishes a reimbursement structure for eligible project costs, with a project term from July 1, 2025 through December 31, 2028.

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

No financial impact at this time. The total grant award is $375,000 from DEP, funded through the Statewide Water Quality Restoration Projects. All eligible project expenses will be reimbursed by DEP in accordance with the approved Grant Work Plan.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Florida Department of Environmental Protection Standard Grant Agreement No. L0174 between the City of Crestview and DEP for the Crestview Southwest Bypass Reuse Line Project.

Attachments

1. DEP Agreement No. L0174- Crestview Southwest Bypass Reuse Line Project

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Crestview Southwest Bypass Reuse Line Project**

Agreement Number: **L0174**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Crestview**

Entity Type: **Local Government**

Grantee Address: **198 N. Wilson St., Crestview, FL 32539**

FEID: **59-6000295**

(Grantee)

3. Agreement Begin Date: **July 1, 2025**

Date of Expiration: **December 31, 2028**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (30.7367, -86.5949)**

Project Description: **The Grantee will complete preconstruction activities and construction of approximately 13,000 linear feet of 6-inch reuse force main and a new pump station.**

5. Total Amount of Funding: **$ 375,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **375,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **375,000.00**

6. Department's Grant Manager
Name: **Ethan Richardson** or successor
Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000
Phone: **850-245-3189**
Email: **Ethan.Richardson@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Wendy Tarpley** or successor
Address: **City of Crestview**
198 N. Wilson St.
Crestview, FL 32539
Phone: **850-682-1560*200**
Email: **tarpleyw@cityofcrestview.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Crestview **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

J.B. Whitten, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____
Ethan Richardson, DEP Grant Manager

_____
Katie Verdesca, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0174

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Crestview Southwest Bypass Reuse Line Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a

common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Crestview Southwest Bypass Reuse Line Project

PROJECT LOCATION: The Project will be located in the City of Crestview within Okaloosa County; Lat/Long (30.7367, -86.5949).

PROJECT BACKGROUND: As the City of Crestview (Grantee) experiences accelerating growth, its wastewater treatment plant is nearing its permitted capacity, which poses challenges for both reliable service and regulatory compliance. This project will expand the Grantee's wastewater and reuse water systems, supplying treated wastewater for irrigation at the Blackwater Golf Club and the new Pineview K-8 School. By providing a reliable reuse outlet, the project will reduce strain on existing spray fields and rapid infiltration systems, while expanding disposal capacity. These improvements will allow the City to keep pace with growth, maintain compliance, and advance its long-term wastewater management and resource sustainability goals.

PROJECT DESCRIPTION: The Grantee will complete preconstruction activities and construction of approximately 13,000 linear feet of 6-inch reuse force main and a new pump station, including site preparation, mechanical and electrical installation, and final testing to ensure integration with the city's wastewater treatment system.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of approximately 13,000 linear feet of 6-inch reuse force main and a new pump station and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct the Crestview Southwest Bypass Reuse Line Project in accordance with the final design.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$50,000	07/01/2025	06/30/2028
2	Construction	Contractual Services	$325,000	07/01/2025	06/30/2028
		Total:	$375,000		

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

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

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$375,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$375,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

CITY OF CRESTVIEW Item # 6.5.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jayce Vanderford, Project Manager
DATE:	10/16/2025
SUBJECT:	FDOT State Funded Grant Agreement- Redstone Avenue Pedestrian Safety Improvements

BACKGROUND:

In 2024, the City of Crestview submitted a request for state appropriations funding through the Florida Department of Transportation (FDOT) for the Redstone Avenue Pedestrian Safety Improvements Project and was subsequently awarded $350,000 under FDOT State-Funded Grant Agreement FPID 457060-1-54-01. The project is intended to enhance pedestrian and vehicular safety, improve access to the North Okaloosa Medical Center, and support overall traffic flow along Redstone Avenue.

DISCUSSION:

FDOT is contributing $350,000 in funding toward the Redstone Avenue Improvements Project. The funding portion consists of realigning Redstone Avenue at the intersection with Brookmeade Drive to provide improved access to the North Okaloosa Medical Center, and constructing ADA-compliant sidewalks, ribbon curb, and landscaping with sod for erosion control along the E. Redstone Avenue right-of-way. The grant end date is October 31, 2026.

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

No financial impact at this time. The total grant award is $350,000 from FDOT, funded through the State Appropriations (Specific Appropriations 1871A – Local Transportation Project). All eligible project expenses will be reimbursed by FDOT in accordance with the approved Grant Work Plan.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Florida Department of Transportation State-Funded Grant Agreement FPID 457060-1-54-01 between the City of Crestview and FDOT for the Redstone Avenue Improvements Project.

Attachments

1. FDOT State Funded Grant Agreement 457060-1 - Redstone Avenue Pedestrian Safety Improvements

STATE-FUNDED GRANT AGREEMENT

FPN: 457060-1-54-01	Fund: EM26 Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No: 57-Okaloosa	Contract No:	Vendor No: F596000295001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Crestview, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☒ Specific Appropriations 1871A of Chapter 2025-198 , Local Transportation Project , ALN 55.039

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in REDSTONE AVENUE PEDESTRIAN SAFETY IMPROVEMENTS, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 10/31/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $3,017,241.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $350,000.00 and, additionally the Department's participation in the Project shall not exceed 11.60% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Crestview

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Rodney Chamberlain, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 457060-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Crestview (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.800

PROJECT DESCRIPTION: This project is for the construction and CEI of the Redstone Avenue Pedestrian Safety Improvements. The project will consist of realigning Redstone Avenue at the intersection with Brookmeade Drive to provide improved access to the North Okaloosa Medical Center, constructing ADA-compliant sidewalks, ribbon curb, and landscaping with sod for erosion control. All work will be completed within the existing right of way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:
For the provision of Construction Engineering Inspection (CEI) services, the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department herby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by .
b) Design to be completed by .
c) Right-of-Way requirements identified and provided to the Department by .
d) Right-of-Way to be certified by .
e) Construction contract to be let by .
f) Construction to be completed by 10/31/2026 .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Crestview, PO Box 1209, Crestview, FL 32536	457060-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2026**	Maximum Department Participation (REDSTONE AVENUE PEDESTRIAN SAFETY IMPROVEMENTS)	$3,017,241.00	$2,667,241.00	$350,000.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$3,017,241.00 100.00%	$2,667,241.00 88.40%	$350,000.00 11.60%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$3,017,241.00	$2,667,241.00	$350,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - Local Programs Administrator
District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Crestview

PROJECT DESCRIPTION: REDSTONE AVENUE PEDESTRIAN SAFETY IMPROVEMENTS

FPID#: 457060-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Project, ALN 55.039

***Award Amount:** $350,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CITY OF CRESTVIEW Item # 8.1.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Ordinance

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director
DATE:	10/16/2025
SUBJECT:	Ordinance 2006 - Amending Chapter 18 - Businesses

BACKGROUND:

Following the increasing popularity and proliferation of participating vendors and food trucks at City special events, and considering the spirit and intent of recent changes to Chapter 509 of the Florida Statutes, staff has determined that amendments to Chapter 18 of the Code of Ordinances to be beneficial.

DISCUSSION:

Florida Statutes Chapter 509 was modified in 2020 to prevent municipalities from requiring 'a separate license, registration, or permit other than the license required under s. 509.241' or requiring 'the payment of any license, registration, or permit fee other than the fee required under s. 509.251, as a condition for the operation of a mobile food dispensing vehicle'. Though this does not explicitly prohibit municipalities from requiring payment of a business tax, it exists within a legal gray area that has yet to be challenged, to staff's knowledge. We do know that some jurisdictions, such as Okaloosa County, opted to exempt Mobile Food Dispensing Vehicles from business tax requirements in response to the statutory change. Additionally, it is clear that the spirit and intent of the statutory regulation is that 'Regulation of mobile food dispensing vehicles, and temporary commercial kitchens, involving licenses, registrations, permits, and fees is preempted to the state'.

Additionally, the Code, as written, has the potential to confound or cause additional burden to vendors, both of food and in general, that desire to take part in special events at the City. With the ongoing growth of special events taking place at the City (Food Truck Friday, various markets, and other holiday- and seasonal-events), staff has determined that this code, as written, may cause an additional burden on businesses that do not have an existing location within the City of Crestview, and has proven to cause confusion as it pertains to businesses located outside of the City Limits, and even outside of the County and State, that desire to participate in permitted special events. Consequently, operating under the code as currently written risks hampering the operational efficiency of staff, resulting in delays that may affect all businesses.

Upon discussion with council at the previous meeting, staff has made additional amendments pertaining to the operational requirements of mobile and stationary food dispensing vehicles. Staff did discuss the current code and proposed amendments with a local food truck owner, and they were received favorably.

The amendment being proposed herein exempts mobile food dispensing vehicles from being required to have a business tax receipt, as well as vendors operating at permitted special events. It provides operational exemptions for mobile food dispensing vehicles at special events (pertaining to placement and utility connection regulations), but keeps all operational and regulations for mobile food dispensing vehicles operating outside of permitted special events, to maintain public health and safety requirements.

Additional amendments remove the regulations regarding lighting nuisance, clarifies the regulations regarding noise nuisance to provide an exception for operational noise (such as generators), revises the hours of operation

to match the hours that alcohol is allowed to be sold within the City (to allow for food truck operation as an accessory to businesses such as breweries and taprooms), and provides an allowance for signage within 10 feet of the food truck and does not violate any other requirement (such as vehicular or pedestrian safety).

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

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

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This amendment is anticipated to have a neutral financial impact. The revenues not earned through the business tax receipt program are expected to be recouped through special event vendor registration fees.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 2006 on first reading, and send to second reading for adoption.

Attachments

1. Ordinance 2006 - Food trucks

ORDINANCE: 2006

ORDINANCE 2006

AN ORDINANCE AMENDING CHAPTER 18 - BUSINESSES OF THE CITY OF CRESTVIEW CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 171, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – AMENDING SECTION 18-8, OF THE CITY OF CRESTVIEW CODE OF ORDINANCES. Section 18-8 of the City of Crestview Code of Ordinances is hereby amended as follows:

Sec. 18-8 – Exemptions.

~~All persons, organizations, or entities specified as exempt in F.S. ch. 205 are hereby exempt from the provisions of this chapter to the extent provided in F.S. ch. 205.~~

Certain persons, organization and entities are exempt from being assessed a business tax receipt, as follows:

a. Mobile food dispensing vehicles, as defined in Sec. 18-13.

b. Persons, organizations and entities when operating at permitted special events.

c. All persons, organizations, or entities specified as exempt in F.S. ch. 205 are hereby exempt from the provisions of this chapter to the extent provided in F.S. ch. 205.

SECTION 3 – AMENDING SECTION 18-13, OF THE CITY OF CRESTVIEW CODE OF ORDINANCES. Section 18-13 of the City of Crestview Code of Ordinances is hereby amended as follows:

Sec. 18-13 – Mobile food dispensing vehicles.

a. For the purposes of this section, a mobile food dispensing vehicle (MFDV) is defined as any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

b. The owner or operator of an MFDV shall obtain any applicable state or county licenses, permits, or registrations, with such licenses, permits or registrations being ~~provided with application for business tax receipt, and~~ displayed in plain view on or in the vehicle.

~~c. The owner or operator of an MFDV shall obtain a city business tax receipt, with such receipt being displayed in plain view on or in the vehicle.~~

d. The owner or operator of an MFDV shall obtain written permission from any property owner where operation occurs. Such written permission must be kept in the vehicle for inspection, if necessary.

e. In any case, MFDVs shall not:

1. Operate on any public property, unless in accordance with a permitted special event.

2. Operate on any private property that is not zoned for commercial use.

3. Operate on any private property that is vacant, unimproved, or undeveloped, unless in accordance with a permitted special event.

4. Operate on any property where code uncorrected violations exist.

5. Connect to any external utilities, unless in accordance with a permitted special event.

6. Operate between ~~10:00~~4:00 ~~p~~a.m. and 7:00 a.m. unless in accordance with a permitted special event.

7. Dispense alcohol, unless in accordance with a permitted special event.

8. Dispense food to customers in a moving vehicle or engage in drive-up sales.

9. Create or cause nuisance factors, including, but not limited to:

   i. ~~Flashing or animated lights or visual glare;~~

   ii. Amplified music or sound, or other loud noises, except for noise typically associated with the operation of such MFDV;

   iii. Excessive fumes, smoke, or other environmental hazards;

   iv. Vehicular or pedestrian hazards.

10. Discharge or unload from the vehicle any waste substances such as fat, oil, or grease. All such substances shall be taken from the vehicle when it leaves the subject property.

11. Violate any ordinances pertaining to solid waste disposal.

12. Park within any vehicular or pedestrian travel way, unless in accordance with a permitted special event.

13. Encumber parking spaces on a site required for the principal use, unless in accordance with a permitted special event.

14. Obstruct any fire lanes, fire hydrants, drainage systems or landscape buffers, unless in accordance with a permitted special event.

15. Obstruct visibility from any adjacent driveways or street intersections, unless in accordance with a permitted special event.

16. Include external dining areas unless in accordance with a permitted special event.

17. Be allowed any signage except that which is permanently affixed to the vehicle or is located within 10 feet of the vehicle and does not violate any other provision of this section.

SECTION 4 – AMENDING SECTION 18-14, OF THE CITY OF CRESTVIEW CODE OF ORDINANCES. Section 18-14 of the City of Crestview Code of Ordinances is hereby amended as follows:

Sec. 18-14. Stationary food dispensing vehicles.

a. For the purposes of this section, the term "stationary food dispensing vehicle (SFDV)" is defined as any vehicle that is a public food service establishment that may be self-propelled or otherwise movable from place to place and that connects to external utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

b. The owner or operator of an SFDV shall obtain any applicable state or county licenses, permits, or registrations, with such licenses, permits or registrations being provided with application for business tax receipt, and displayed in plain view on or in the vehicle.

c. The owner or operator of an SFDV shall obtain a city business tax receipt, with such receipt being displayed in plain view on or in the vehicle.

d. The owner or operator of an SFDV shall obtain written permission from the property owner where operation will occur, such written permission being provided with application for business tax receipt.

e. The owner or operator of an SFDV shall provide a site plan along with application for business tax receipt. Site plan will be reviewed for compliance with the city's Land Development Code, City of Crestview Engineering Standards Manual, Florida Building Code and any life safety codes, as applicable. Site plan must include, at a minimum, the following information:

    a. The location of all existing and proposed structures on site.

    b. Dimensions from proposed SFDV to adjacent property lines.

c. Locations of any included accessory structures or facilities, including, but not limited to, portable toilets, tables, tents, temporary power poles, etc.

~~c.~~d. Location of proposed signage.

~~d.~~e. Proposed utility connections.

~~e.~~f. Means of ingress, egress, and traffic flow for vehicular and pedestrian traffic.

~~f.~~g. Any additional information necessary to portray the property and proposed use.

f. In any case, SFDVs shall not:

a. Operate on any public property, unless in accordance with a permitted special event.

b. Operate on any private property that is not zoned for commercial use.

c. Operate on any private property that is vacant, unimproved, or undeveloped.

d. Operate on any property where uncorrected Code violations exist.

e. Operate between ~~10:00 p.m.~~4:00 a.m. and 7:00 a.m. unless in accordance with a permitted special event.

f. Dispense alcohol, unless in accordance with a permitted special event.

g. Create or cause nuisance factors, including, but not limited to:

~~i. Flashing or animated lights or visual glare.~~

~~ii.~~i. Amplified music or sound, or other loud noises, except for noise typically associated with the operation of such SFDV.

~~iii.~~ii. Excessive fumes, smoke, or other environmental hazards.

~~iv.~~iii. Vehicular or pedestrian hazards.

h. Discharge or unload from the vehicle any waste substances such as fat, oil, or grease. All such substances shall be taken from the vehicle when it leaves the subject property.

i. Violate any ordinances regarding solid waste disposal.

j. Park within any vehicular or pedestrian travel way.

k. Encumber parking spaces on a site required for the principal use.

l. Obstruct any fire lanes, fire hydrants, drainage systems or landscape buffers.

m. Obstruct visibility from any adjacent driveways or street intersections.

n. Include external dining areas unless in accordance with a permitted special event.

o. Be allowed any signage except that which is permanently affixed to the vehicle or is located within 10 feet of the vehicle and does not violate any other provision of this section.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6 – SCRIVENER'S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager's designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

Passed and adopted by the City Council of Crestview, Florida on the 10th day of November, 2025.

ATTEST:

_____

Maryanne Girard
City Clerk

Approved by me this 10th day of November, 2025.

_____

J. B. Whitten
Mayor

CITY OF CRESTVIEW Item # 8.2.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Ordinance

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE:	10/16/2025
SUBJECT:	Ordinance 2013 Photography

BACKGROUND:

Upon recent discussion regarding the Photography Request for Proposals, staff has worked to consider alternative methods for photography services that are offered on public property, specifically regarding youth sports, but that can also be applied generally.

DISCUSSION:

Following previous discussion, staff observed how other jurisdictions handle similar photography processes. The attached ordinance provides for the creation of a production permit, which would apply to any commercial taking off still or motion pictures on City property, which would include our parks, community center areas, and streets.

The proposed ordinance contains the application requirements for the permit, provides for a permit duration of 90 days and provides for specific terms and conditions to be applied to a permit upon issuance, dependent on the scope and nature of the production.

With regard to youth sports photography specifically, this ordinance and the permit that it enacts, would allow for each individual team to decide which photographer they would like to utilize. The responsibility of applying for the permit would fall on the photographer. Once the permit is issued, the photographer would be permitted to operate within the requested areas/places for a period of 90 days.

In a general sense, this permit would also apply to film or television productions that propose to utilize City parks, facilities or streets.

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.

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

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This ordinance will have a minimal financial impact on the City.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 2013 on first reading and send to second reading for adoption.

Attachments

1. Ordinance 2013 - Photography Permit
2. Photography and Film Permit Application Draft

ORDINANCE: 2013

ORDINANCE 2013

AN ORDINANCE AMENDING CHAPTER 54 – OFFENSES AND MISCELLANEOUS PROVISIONS OF THE CITY OF CRESTVIEW CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 171, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – AMENDING CHAPTER 54 – OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CITY OF CRESTVIEW CODE OF ORDINANCES. Chapter 54 of the City of Crestview Code of Ordinances is hereby amended with the addition of Section 54-9, as follows:

Sec. 54-9 – Motion and Still Photography Production Permits.

a. Purpose. The purpose of this section is to establish a permitting process for motion picture and still photography on public property owned or controlled by or under jurisdiction of the city, in recognition of the economic impact of the photography, motion picture and television industry.

b. Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

City equipment means any tangible property, other than real property, purchased by public funds and utilized in the normal course and scope of providing governmental service by the city.

City manager means the city manager or designee.

Production means the commercial taking or making of a motion picture, television, videotape, or still photographic production.

Production permit (also referred to herein as permit) means the permit required by this section.

c. City manager. The city manager is hereby authorized to act as the agent for the city in the receipt and processing of applications for production permits. After review and approval by the applicable city department(s) and final approval by the city manager, the permit shall be issued.

d. Permit Required; suspension and/or revocation; violation.

1. No person shall advertise, engage in, participate in, and/or start any motion or still photography production on or upon any city facility or utilizing city equipment unless a production permit is first obtained pursuant to Section 54-9. Violation of this section shall be punishable as provided for by law.

2. Failure to comply with the terms and conditions of the production permit once issued shall be grounds for immediate suspension of the production until such time as the noncompliance is remedied. The

suspension shall be communicated by a written suspension order. Continued failure to comply with the terms and conditions of the production permit may result in revocation of the permit at the discretion of the city manager. Continuation of the production in violation of the suspension and/or revocation shall be punishable as provided by law.

e. Application for permit.

1. Any person seeking the issuance of a production permit shall file an application with, and on forms provided by, the city prior to commencement of production. The application shall be signed by an authorized representative of the applicant.

2. The application shall contain the following information:

i. Location(s) of the production.

ii. Duration and type of production.

iii. Proof of liability insurance coverage with the city named as an additional insured as commensurate with the scope of the production.

iv. Special effects to be utilized, especially incendiary or explosive devices. In addition, the application shall list the person in charge (pyrotechnician) of such special effects together with his/her qualifications and licensure by the applicable federal and/or state agencies.

v. Proposed utilization of city equipment.

vi. Necessity for closures of public streets and sidewalks and duration therefor.

vii. A written summary or explanation of the portion of the production to be shot within unincorporated areas of the city.

viii. Number and type of vehicles and/or equipment and number of personnel to be on location with the production.

ix. An agreement to pay for extraordinary services provided by the city.

x. The applicant for a production permit shall, at the time of application, furnish proof that the applicant carries workers' compensation insurance for applicant's employees as provided by the laws of the state. The applicant shall file with the city manager, a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) aggregate issued by an insurance carrier authorized to transact business in the state for the benefit of the city as an additional insured, as evidence of the ability to respond for damages which may result from or

be attributable to the production. The insurance policy shall be approved by the city manager.

f. Permit duration. The maximum duration of a production permit is ninety (90) calendar days.

g. Permit Terms and Conditions. Any production permit issued under this section may include specific terms and conditions dependent on the character, nature and scope of the proposed production. Such terms and conditions shall be established by the city manager.

h. Nonexemption from other city Code requirements. Nothing herein contained shall be construed to exempt any holder of a production permit from any other required licenses, permits or other required authority or from any other provision of the city's Code of Ordinances.

i. Cost for extraordinary services. The City shall recover its cost for extraordinary services rendered in connection with a production. Such costs shall include, but not be limited to, charges for personnel and/or equipment committed in support of the production which are outside the normal scope of government services, and an allocable share of the city's overhead costs will be applied to the direct charges for personnel, equipment and other direct costs incurred by the city. Based on the information contained in the permit application, an estimate of these costs shall be provided to the applicant prior to issuance of the permit. The applicant agrees to pay the city in advance for any services provided by the city. The city will provide coordination and advise the applicant of estimated costs.

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

SECTION 4 – SCRIVENER'S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager's designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 5 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

Passed and adopted by the City Council of Crestview, Florida on the 10th day of November, 2025.

ATTEST:

_____
Maryanne Girard
City Clerk

Approved by me this 10th day of November, 2025.

_____
J. B. Whitten
Mayor

198 N Wilson Street
Crestview, FL 32536
Phone: (850) 682-4715

Photography and Film Permit Application

WELCOME

Welcome to the City of Crestview, the "Hub City" of Northwest Florida. We are happy to provide you with the perfect location for your needs. Permits are required for all commercial photography and commercial video filming. Major film and television shoots are coordinated through the Community Development Services Department.

Contact Information

Date of Event: _____ Time of Event: _____

Email Address: _____

Contact Name/Organizer: _____ Contact Phone: _____

Production Unit Name: _____

Contact Person: _____ Contact Phone: _____

Photographer Name: _____ Studio Name: _____

Address: _____

Location of film/photo session:

Spanish Trail	Countryview	Durell Lee	Twin Hills Football Field	Twin Hills Soccer Field	Library/ Community Center

Other City Location: _____

Fee Information

City Facility Fees	Photography Permit Fee
All Locations: See Rental Fee Schedule.	$250

Terms & Conditions

1. Permit fees are non-refundable and must be paid at least 14 days prior to the session.
2. In case of inclement weather, no refunds will be granted. Permitee may select an alternate available date at no additional cost. Photo/film sessions scheduled for days in which a Storm Watch/Warning is issued for Okaloosa County will be cancelled and eligible for reschedule at no additional cost.
3. All photography and film sessions must be reserved 14 days in advance by contacting the Parks and Recreation Department.
4. Professional photographers using any of the City's facility premises as the subject for fine art photography are required to credit all work that is exhibited or reproduced as the "City of Crestview".
5. Permittee is responsible for the actions of all models, participants, crewmembers, and staff. It is suggested that a copy of these rules and regulations be provided to all parties involved.
6. Please be considerate of other guests and patrons at all times, and do not block any walkways, driveways, entrances, or exits.
7. Personal items must be kept with you at all times during the photo/film session. The City of Crestview is not responsible for any belongings that have been lost, damaged, or stolen from the City premises.
8. The Ciy of Crestview reserves the right to cancel this permit at any time, with or without notice in the event that any terms or conditions in this permit has been violated. In such event, there will be no reimbursement or credit towards any fee previously paid.
9. Permitee must pick up any trash/debris and return the facility to the same manner in which it was prior to the session.
10. Permittee understands that approval of permit may be subject to a background check, depending on the nature and scope of proposed activities.

Signature

I acknowledge that I shall indemnify and hold harmless the City of Crestview, its officers, employees and agents from any liability, losses, or damages, including attorney fees and costs of defense, which the City or its officers, employees, and agents may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind arising out of, or relating from the performance of this Permit by the Permitee or its employees, agents, servants, partners, principals, subcontractors, or vendors.

_____ _____ _____

Permitee Name (Print) Permitee Signature Date

DRAFT

CITY OF CRESTVIEW Item # 9.1.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Josh Vargason, Fire Chief
DATE:	10/16/2025
SUBJECT:	Resolution 2026-1 - Fire Ladder Truck Lease

BACKGROUND:

At the September 8, 2025 meeting, the Council was asked to secure pricing for a new ladder truck. The vendor required a lease commitment from the City to lock in the quoted price. The Council approved proceeding with this commitment.

DISCUSSION:

This purchase pertains to one (1) Pierce Enforcer 100' Ascendant Aerial Tower (ladder truck). The total cost of the vehicle is $2,359,870.00, with a committed discount of $254,193.89 if secured by November 2025, reducing the net cost to $2,105,676.11. The acquisition will be financed through a seven-year lease agreement with PNC, with annual payments of $357,853.29 beginning in October 2026, at an interest rate of 4.44%. A formal resolution is required to proceed and must include the names of the authorized signers.

GOALS & OBJECTIVES

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

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

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

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

The financial impact will be an annual expenditure of $357,853.29 over a seven-year term. This amount will be incorporated into the Fire Department's operating budget each fiscal year for the duration of the lease.

RECOMMENDED ACTION

Staff respectfully requests approval of Resolution 2026-1 with the attached lease agreement with PNC for the acquisition of the ladder truck.

Attachments

1. Master Lease - Purchase Agreement

RESOLUTION: 2026- 1

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AUTHORIZING THE FINANCING OF FIRE EQUIPMENT IN THE AMOUNT OF $2,105,676.11 PROVIDING FOR PAYMENT OF SUCH FINANCING, MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to applicable law, the City Council of the City of Crestview is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Crestview.
WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease-Purchase Agreements (Leases) in the principal amount not exceeding the amount stated above for the purpose of acquiring the property (Equipment) to be described in the Leases is appropriate and necessary to the functions and operations of the City of Crestview.

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

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

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

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

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

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

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

Section 6. This resolution shall take effect immediately upon its adoption and approval. ADOPTED AND APPROVED on this _____, 2025.

_____
JB Whitten, Mayor

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

LESSEE: City of Crestview, Florida, A Municipal Corporation

ATTEST:

_____
Signature of the City Clerk of City of Crestview

Print Name:_____

(SEAL)

Official Title: _____

Date: _____

MASTER LEASE – PURCHASE AGREEMENT

Dated as of October 20, 2025

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between PNC Bank, National Association ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: City of Crestview, Florida, A Municipal Corporation

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

1. For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

2. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.

3. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

1. Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

2. Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full,

then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

3. Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

1. For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

2. If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. **THE EQUIPMENT IS SOLD "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY.** For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product

warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

1. Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

2. As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code ("UCC") financing statements and any amendments thereto.

3. "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

1. Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

2. Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when

due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

4. Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PURCHASE OPTION. Upon 30 days prior written notice by Lessee to Lessor, and so long as

there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

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

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

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

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the

highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

1. Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

2. Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

3. Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

4. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within 30 days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within 60 days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

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

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year

in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

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

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

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. **LAW GOVERNING. Each Lease shall be governed by the laws of the state of the lessee (the "State").**

23. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY. Within 30 days of their

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

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

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

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

27. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

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

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

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

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

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

By:_____

Title:_____

198 N. Wilson Street
Crestview, FL 32536

PNC Bank, National Association
("Lessor")

By:_____

Title_____

995 Dalton Ave.
Cincinnati, OH 45203

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

Dated as of October 20, 2025

Master Lease-Purchase Agreement Dated October 20, 2025

Lessee: City of Crestview, Florida, A Municipal Corporation

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

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

1. Section 6. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS**. Subsection 6.2 of the Master Lease is deleted and replaced with the following:

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof, provided, that if Lessee fails to so return the Equipment, then Lessee shall pay to Lessor the full amount under Section 15 hereof as if Lessee had elected to exercise its purchase option for Equipment;" and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

2. Section 8, including subsections 8.1, 8.2 and 8.3 the Master Lease, are deleted and replaced with the following:

"8. **TITLE; UCC FILINGS.**

"8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

"8.2 Lessor shall not have a security interest in any of the Equipment under the Uniform Commercial Code of the State of Florida, but in order to give notice to others of Lessor's rights under Sections 6, 20 and 21 hereof, Lessee agrees to execute and deliver to Lessor UCC financing statements relating to the Equipment and any amendments thereto."

3. All of Section 20 is deleted and replaced with the following:

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

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

"(b) upon Lessor's request, Lessee will promptly return all Equipment to Lessor in the manner set forth in Section 21, provided, that Lessor waives and releases any right that it may have at law or in equity to specific or compulsory performance of the foregoing agreement of Lessee to return the Equipment to Lessor;

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

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

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

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

4. Nothing in the Master Lease or any Schedule shall be interpreted or construed as granting Lessor a security interest in or other lien or encumbrance on any Equipment. Notwithstanding anything to the contrary in the Master Lease or any Schedule, Lessor waives and releases any right that it may have at law or in equity to specific or compulsory performance of any agreement of Lessee to return the Equipment to Lessor, to transfer legal or beneficial title to the Equipment to Lessor or to repossess or foreclose on any Equipment."

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

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

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

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

LEASE SCHEDULE NO. 1194033-3

Dated as of October 20, 2025

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated October 20, 2025

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

2. RENTAL PAYMENTS; LEASE TERM. The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.

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

4. ACCEPTANCE OF EQUIPMENT. AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

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

6. RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT. Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

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

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

City of Crestview, Florida, A Municipal Corporation

585 Brookmeade Dr.
Crestview, FL 32536

Okaloosa County

New Custom Pierce Enforcer 100' Ascendant Aerial Tower Quint W/t-3 Rear Steer

VIN # TBD

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: October 20, 2025

(b) Amount Financed:

i.	Equipment Purchase Price	$2,359,870.00
ii.	Purchase Price Deduction	$0.00
	Prepay Discounts	$254,193.89
	Trade In	$0.00
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	$2,105,676.11

(c) Payment Schedule:

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1	10/20/2026	356,552.12	93,492.02	263,060.10	No Call
2	10/20/2027	356,552.12	81,812.15	274,739.97	No Call
3	10/20/2028	356,552.12	69,613.70	286,938.42	1,319,365.75
4	10/20/2029	356,552.12	56,873.63	299,678.49	1,010,696.90
5	10/20/2030	356,552.12	43,567.91	312,984.21	688,323.17
6	10/20/2031	356,552.12	29,671.41	326,880.71	351,636.04
7	10/20/2032	356,552.12	15,157.91	341,394.21	1.00

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

By:_____

Title:_____

PNC Bank, National Association
("Lessor")

By:_____

Title:_____

VEHICLE SCHEDULE ADDENDUM

Dated as of October 20, 2025

Lease Schedule No. 1194033-3 Dated October 20, 2025

Lessee: City of Crestview, Florida, A Municipal Corporation

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

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

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than $1,000,000.00 per person insured and $2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and $1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

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

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

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

RESOLUTION: 2026-01

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AUTHORIZING THE FINANCING OF FIRE EQUIPMENT IN THE AMOUNT OF $2,105,676.11 PROVIDING FOR PAYMENT OF SUCH FINANCING, MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

ADOPTED AND APPROVED on this _____, 2025.

_____
JB Whitten, Mayor

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

LESSEE: City of Crestview, Florida, A Municipal Corporation

ATTEST:

_____
Signature of the City Clerk of City of Crestview

Print Name:_____ (SEAL)

Official Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

Lessee: City of Crestview, Florida, A Municipal Corporation

Lease Schedule No.: 1194033-3 Dated: October 20, 2025

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

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

Name	Title	Signature
J. B. Whitten	Mayor	
Natasha Peacock	Deputy City Clerk	

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

_____ [SEAL]
Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

FORM OF OPINION OF COUNSEL

(To Be Typed on Attorney's Letterhead)

Date: October 20, 2025

Lessee: City of Crestview, Florida, A Municipal Corporation

Lessor: PNC Bank, National Association

Re: Lease Schedule No. 1194033-3 dated October 20, 2025, together with its Master Lease-Purchase Agreement dated October 20, 2025, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

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

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

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

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

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

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

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

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

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

Very truly yours,

Attorney

FOUR PARTY AGREEMENT

Dated as of October 20, 2025

Lessee means City of Crestview, Florida, A Municipal Corporation

"Lease Schedule" means Lease Schedule No. 1194033-3 dated October 20, 2025, together with its Schedule A-1.

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

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

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

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

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

Purchase Price:	$ 2,359,870.00
Vendor Discounts:	$ 254,193.89
Advance Payment Date:	October 20, 2025

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

Lessee Down Payment:	$0.00
Trade In:	$0.00
Amount Financed:	$ 2,105,676.11

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

Anticipated Delivery Date: June 30, 2029

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

Outside Delivery Date: September 30, 2029

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in

Subparagraph 4(b) of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed Equipment:

a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;

b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and

c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

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

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

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

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

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

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

Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. 1194033-3

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

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

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

ACCEPTANCE DATE:_____

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

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

By: _____

Title: _____

INSURANCE COVERAGE DISCLOSURE

PNC Bank, National Association, LESSOR

City of Crestview, Florida, A Municipal Corporation, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

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

Florida Municipal Ins. Trust
125 E. Colonial Drive
Orlando, FL 32801

to issue: (check to indicate coverage)

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

Coverage Required: Termination Value Specified

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

Minimum Coverage Required:

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

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

OR

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

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

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

Lessee has attached a signed letter describing self-insurance.

LESSEE: City of Crestview, Florida, A Municipal Corporation

By: _____ Title: _____

INSURANCE INFORMATION

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

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

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

Certificate Holder Information:

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

Please send a copy of certificate to Melissa C. Miller at Melissa.Miller345@pnc.com.

The original should be mailed to the same at:

PNC Bank, National Association
Attn: Insurance Dept
995 Dalton Ave.
Cincinnati, OH 45203

Please call Melissa C. Miller 513-455-9092, if you have any questions.

Form **8038-G** (Rev. September 2018) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

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

OMB No. 1545-0720

Part I Reporting Authority — If **Amended Return**, check here ▶ ☐

1 Issuer's name: City of Crestview, Florida, A Municipal Corporation
2 Issuer's employer identification number (EIN): 59-6000295
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)
3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address): 198 N. Wilson Street — Room/suite
5 Report number *(For IRS Use Only)*: 3
6 City, town, or post office, state, and ZIP code: Crestview, FL 32536
7 Date of issue: October 20, 2025
8 Name of issue: Lease# 1194033-3
9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions): Gina Toussaint, Finance Director
10b Telephone number of officer or other employee shown on 10a: 850-682-1560

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

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	2,105,676	11
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐			
b	If bonds are BANs, check only box 19b ▶ ☐			
20	If bonds are in the form of a lease or installment sale, check box ▶ ☑			

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/20/2032	$ 2,105,676.11	$ N/A	7 years	4.440 %

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

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	2,105,676 11
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0 00		
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	2,105,676 11

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

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

For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 63773S Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

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

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

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

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

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

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

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

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

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

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

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

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

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

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

Signature and Consent

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

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

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

0000124 06/16/22

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012621551C-8	08/31/2022	08/31/2027	MUNICIPAL GOVERNMENT

This certifies that

CITY OF CRESTVIEW
198 N WILSON ST
CRESTVIEW FL 32536-3436

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

PNC Bank, National Association
INFORMATION REQUEST

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

FEDERAL TAX I.D. # 59-6000295

BILLING ADDRESS:

Leah Williams, Accounts Payable Specialist
Billing Contact

198 N. Wilson St.
Street Address or Post Office Box

Crestview, FL 32536
City, State and Zip

850-682-1560 Ext. 247
Phone Number Fax Number

leahwilliams@cityofcrestview.org
Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? ✓ Yes _____ No

Board Meeting Date? 10/20/2025

Require signed vouchers for payments? _____ Yes ✓ No

We typically mail our invoices 30 days in advance. Taking into account a seven-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

_____ Yes ✓ No

Please list any special instructions below:

CITY OF CRESTVIEW Item # 10.1.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Brady Peters, Parks and Recreation Director
DATE:	10/16/2025
SUBJECT:	Okaloosa County Disc Golf Club Agreement

BACKGROUND:

After the completion of the Disc Golf course located in Countryview Park on Northview Drive. A group of volunteers led by Mr. Josh Moen began to do volunteer services to maintain the course and make additional improvements. Mr. Moen has since formed a non-profit organization called, "Okaloosa County Disc Golf Club."

DISCUSSION:

The proposed agreement will allow the vendor to provide and operate a Disc Golf Group in the park where the course is located. In return, the group will provide in-kind service to perform various maintenance and improvements at not less than 20 hours each month. Improvements will be done at vendors' expense and at no cost to the City of Crestview. The in-kind services provided by the group will be under the supervision of the Grounds Maintenance Division and will allow the division to focus on other areas in need.

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

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

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

No financial impact.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the concessionaire agreement with Okaloosa County Disc Golf Club and forward to the mayor for signature.

Attachments

1. Okaloosa County Disc Golf Club Agreement

CONCESSIONAIRE AGREEMENT

FOR PORTION OF NORTHVIEW PARK KNOWN AS

"THE VIEW" DISC GOLF COURSE"

This Agreement is made and entered into as of October 1, 2025, by and between the City of Crestview ("City") and Okaloosa County Disc Golf Club ("Vendor").

WHEREAS, the City owns and operates several parks, including Northview Park located at 1090 Northview Park Drive, Crestview, Florida 32536 (the "Park");

WHEREAS, Vendor desires to provide disc golf tournaments, maintenance services on a portion of the Park (the "Course"), together with ancillary sales of goods, services and supplies to facilitate use of the Course; and

WHEREAS, the City is willing to permit Vendor to conduct business at the Course on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable considerations, the adequacy of which each party acknowledges, the parties agree as follows:

1. The City agrees to permit Vendor to provide and operate a Disc Golf Group at the Park in the location where the existing Course is located, and to permit Vendor to make ancillary sales of goods, services and supplies during events held at the Course to facilitate and encourage public participation and use of the Course. Such goods, services and supplies include Vendor's provision or sale of, or invitation of separate vendors to provide or sell, food, drink, candy and the like, as well as vendors associated with sales and disc golf related equipment. Vendor shall assume the risk of loss regarding any personal property, trade fixtures or equipment installed or utilized by Vendor at the Park and shall hold the City harmless for any damage or maintenance regarding the same, except as otherwise provided herein. Vendor shall comply with all applicable laws, regulations, and ordinances in the operation of the Course at the Park. The ability to provide food and drink

concessions under this Agreement is not exclusive and other vendors may be permitted to operate within the Park at the City's sole discretion.

2. Vendor's services shall be conducted professionally. Vendor shall always keep the premises in and around the Course in a clean and orderly condition and in compliance with applicable laws, ordinances, rules and regulations, including any required City permits. Garbage and trash shall be placed in appropriate receptacles. Vendor agrees to provide such employees or volunteers as Vendor deems necessary to provide services in accordance with the terms and conditions of this Agreement. Vendor shall be entirely responsible for the acts and activities of all persons providing services under, pursuant to, or in connection with this Agreement. Vendor shall take appropriate measures required to comply with all health and safety

3. The term of this Agreement is from October 1, 2025, through September 30, 2026. On mutual agreement of the parties, this Agreement may be renewed for two successive one-year terms after expiration of the original term.

4. In consideration for the right to provide concession services at the Course, Vendor agrees to pay to perform various maintenance and improvement work at not-less-than 20 hours each month. Vendor shall report the time spent performing these tasks to the Parks & Recreation Director on or before the (5th) day of each month. Any improvements shall be approved in writing by the Director prior to any work being completed. Any expenses to provide such improvements shall be at the Vendors' responsibility and will not be reimbursed by City unless the request is approved in writing prior to any said purchase. Vendor shall be responsible for paying all sales tax and complying with federal tax reporting requirements and shall hold the City harmless for any liability regarding the same.

5. Vendor agrees to conduct its business and operate the same in compliance with all health regulations, safety standards and other applicable laws, ordinances and regulations, and to obtain all necessary City, State, and Federal licenses, permits and tax numbers, as required to conduct its operations. Vendor further agrees to pay all income taxes, sales taxes, or other taxes which may be due or become due in connection with Vendor's business. The City has the right to enter the property at any time for inspection.

The City maintains the right to reserve the property at any time for maintenance but agrees to use its best efforts to avoid interruption of Vendor's scheduled events. Vendor shall coordinate scheduling of events with the City's Events Coordinator.

7. Upon termination, any improvements made to the Park by Vendor during the term of this Agreement shall remain in place and be the property of the City. Vendor shall return the Park to the City in a neat and orderly condition upon termination.

8. No alcoholic beverages, drugs or illegal activities shall be permitted on the premises at any time. Vendor shall not discriminate against any individual or group on the basis of race, color, religion, sex, national origin, age, disability, marital status, or political affiliation.

9. Vendor assumes all risk of loss or damage to its equipment howsoever caused and does release the Landlord from all claims and demands with respect thereto including to or loss of equipment arising from the act, default or omission of the Landlord, its agents, servants, employees, subcontractors, customers, invitees or licensees or resulting from any cause whatsoever (save and except damage or loss resulting solely from the Landlord's willful or reckless disregard or gross negligence).

10. Vendor is an independent contractor and shall not be considered an employee, officer or agent of the City. Vendor shall retain the right to exercise full control and supervision of all employees and volunteers assisting Vendor in the performance of services hereunder. Vendor shall be solely responsible for all matters relating to the payment of its employees including workers compensation, social security and income tax withholding, and all other regulations governing such matters.

11. Vendor shall not sub-contract or otherwise assign, delegate or transfer the rights, duties and services to be performed under this Agreement, or any part hereof, without the prior written consent of the City.

12. Vendor agrees to obtain and maintain, at Vendor's sole cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise

from the operation or performance of Vendor's activities pursuant to this Agreement with single limit coverage applying to bodily and personal injury liability and property damage of not less than $1,000,000 per occurrence. This policy shall contain an endorsement listing the City, its officers, employees, agents and representatives as additional insured. Proof of such insurance, with the City listed as an additional insured, shall be submitted to the City upon execution of this Agreement.

13. Vendor agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorneys' fees, however caused, arising out of or resulting from the operations, acts or omissions of the Vendor, its employees, volunteers, officers and agents, in performance of Vendor's services and obligations under this Agreement.

14. In the event Vendor defaults under any of the terms or conditions hereof, the City shall send written notice to Vendor of such default, who shall then have ten (10) days to cure the default. In the event Vendor fails to cure its default within the time provided, the City may declare this Agreement terminated.

15. Any notice or demand required or permitted to be given under the terms of this Agreement shall be deemed to have been properly given when the same is in writing and has been delivered personally or deposited in the United States mail, postage pre-paid, return receipt requested, and addressed as follows:

16. Every provision of this Agreement is intended to be several. If any term or provision is deemed invalid or illegal for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

17. This Agreement contains the entire and integrated agreement of the parties as of its date, and any prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of no force or effect.

18. Any amendment or alteration of this Agreement shall be made in writing and signed by the parties.

19. The parties agree that time is of the essence in the performance of all duties herein.

20. Nothing in the agreement shall give the Vendor exclusive rights to this property. The park shall remain open to the public for its current use. The Vendor shall coordinate with the Parks and Recreation department for any events to ensure that other parties are allowed access to the property.

21. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective representatives, agents and successors.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed as of the day, and year first above written.

CITY OF CRESTVIEW

J.B. Whitten, Mayor ATTEST:

Maryanne Girard, City Clerk

VENDOR

CITY OF CRESTVIEW Item # 10.2.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Brady Peters, Parks and Recreation Director
DATE:	10/16/2025
SUBJECT:	TurfTank Robot Contract

BACKGROUND:

The Grounds Maintenance Division is responsible for maintaining multiple athletic fields throughout the City, including those used for football, soccer, baseball, and softball. Currently, staff manually measures and paints each field, a process that requires significant time and labor.

To improve efficiency and enhance the quality of athletic field maintenance, staff have evaluated the use of the Turf Tank Robot — which utilizes GPS-guided technology to paint athletic fields with precision and consistency.

DISCUSSION:

The Turf Tank system offers several advantages for municipal operations:

- **Operational Efficiency:** The GPS-guided robot paints fields with exact measurements, eliminating the need for manual layout, strings, and measuring tapes. This process significantly reduces the time required to line fields and allows staff to reallocate time to other maintenance priorities.
- **Cost Savings:** By optimizing paint usage and reducing labor hours, the Turf Tank is projected to generate measurable cost savings. Many municipalities report reductions in paint consumption of up to 50% and a return on investment within one to two years.
- **Improved Quality and Consistency:** The robot delivers professional-grade accuracy for every field layout, ensuring consistent results across all facilities and improving the appearance of City parks and sports complexes.

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

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

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The TurfTank Robot is a 3-year contract for $11,000/year, with an implementation fee of $1,700. This is a budgeted item in FY26.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the 3-year contract with TurfTank and forward to the Mayor for signature.

Attachments

1. [FL] Crestview Parks and Recreation - Plus Subscription Contract

TURF TANK®

ACCURATE
CONSISTENT
EFFICIENT

LINE MARKING FOR [FL] Crestview Parks and Recreation

50% savings on paint

90% savings on labor

100% accurate lines

We've got your back

5,000+ Customers Worldwide

200+ Employees Worldwide

Rental Agreement

2025

CUSTOMER INFORMATION

Company Name Crestview Parks and Recreation		Country United States	Phone Number
Billing Address 198 N Wilson St	City Crestview	State FL	Zip 32536
PALLET DELIVERY Address (Estimated Weight: Up to 400lbs.) 100 N Hathaway St	City Crestview	State FL	Zip 32539

EQUIPMENT INFORMATION

Equipment Description	Package Type	Record ID	Quantity
Turf Tank TWO	Plus	35751376189	1

PAYMENT INFORMATION

Recurring

Turf Tank Two - Plus - 3 Years Subscription - With Paint (SKU:90301030213) Price $11,000.00

Includes:

- Unlimited Sports included
- Turf Tank Two + GPS Package
- Tablet (Samsung Galaxy Tab)
- 5.5 gal Paint Capacity
- Annual Paint Allotment Included: $2,000 (White)
- Continuous Software Improvements
- Geometry Package included
- Free-form text creation included
- Training & Online resources included
- (2) Robot Batteries for Turf Tank Two
- Upgrade kit Included: 1x Suction Rod, 3x Ground Spikes
- Customer Support: Normal Business Hours (Mon-Fri)
- Major Components Warranty - Covered (See warranty document)
- Wear and tear warranty - 60 days covered (See warranty document)

Quantity 1 Total $11,000.00

Total Annual Value	$11,000.00
Total Contractual Value	$33,000.00
Total Number of Payments	3
Amount Due per Payment	$11,000.00

One-time

Implementation Fee

Price $1,700.00

Includes:

- Configuration & Shipping of Robot
- Secure Inventory & Lock in Installation Date
- Product Training & Online Resources

Quantity 1

Total $1,700.00

One-time total	$1,700.00
Fee	0 %
Total 1st Invoice	**$12,700.00**

TERMS AND CONDITIONS

1. Equipment and Services: NAME OF CUSTOMER: [FL] Crestview Parks and Recreation
("Customer" or "You") requires access to certain equipment and software and Intelligent Marking USA Inc. dba Turf Tank ("Turf Tank", "us" or "we") has the right to rent or sell the equipment listed above and, on any schedule, attached to this Agreement (the "Equipment") and to provide access to certain software embedded in the Equipment. Turf Tank ApS (the "Owner") holds full and unconditional title to the Equipment and all underlying software (see Section 3 below). This Agreement is effective on the date that it is accepted and signed by us, and the term of this Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above ("Initial Rental Term"). This Agreement shall automatically renew for successive twelve (12) month periods (each an "Extended Term" and together with the Initial Term, the "Term") unless either party notifies the other party of its intent not to renew at least thirty (30) days prior to the expiration of the Initial T erm or then-current Extended Term. Turf Tank grants you a limited, nontransferable, non-sublicensable right to use the Equipment and underlying software during the Term of this Agreement, subject to these terms and conditions.
2. Fees, Billing, and Payment Terms: The implementation fee and the initial Equipment subscription fee ("Service Fees") will be invoiced on the date of Equipment shipment and shall be payable Net 18 from the invoice date. At each Renewal Term, the Service Fees will be invoiced thirty (30) days prior to the anniversary of the install date and shall be payable Net 30 from the invoice date. In addition to Service Fees, you agree to pay when due, either directly or as reimbursement to Turf Tank, all sales, use and personal property taxes and charges in connection with the ownership and use of the Equipment, unless you provide us with a copy of your valid tax-exempt certificate. Any such applicable charges will be reflected on invoices issued to you. You agree to pay all undisputed charges on a timely basis. You shall provide written notice of, and the basis for, any such good faith disputed amount, (via e-mail at billing@turftank.com) within forty-five (45) days of the date of the invoice. The parties will reasonably and expeditiously work to resolve the dispute. Failure of Turf Tank to invoice you in a timely manner for any amounts due under this Agreement shall not be deemed a waiver by Turf Tank of its rights to payment and all outstanding amounts shall remain due and payable in full by you.
3. Title: The Owner, a Danish private limited company validly incorporated under the laws of Denmark with a company registration no. 36722436 and a registered address at Skjoldet 20 DK9230 Svenstrup J, has full and unconditional title to the Equipment and software.
4. Equipment Use, Maintenance, Warranties and Data Access: During the Term, Turf Tank hereby transfers to you any manufacturer warranties to the extent the same are provided to us by Owner, and such warranty coverage is set forth on Subscription Warranty document to this Agreement ("Warranty"). You shall promptly notify us of any defect or issue related to the Equipment covered by Warranty ("Warranty Claim") and Turf Tank will, at our option, and as our sole and exclusive liability and your sole and exclusive remedy, either repair the defect or issue, or replace the Equipment. Aside from items covered by Warranty, you shall, at your cost, keep the Equipment in good working condition, including maintaining all supplies and repairs. You hereby acknowledge and consent to the acquisition by us or Owner of certain data generated from your operation of the Equipment ("Usage Data"). You agree that we or Owner shall own all rights in and to such Usage Data, and may access and use such Usage Data. The Warranty does not apply to any Equipment that has been: (i) subjected to (a) abuse, misuse, neglect, accident, (b) improper testing, installation, storage, or handling, (c) abnormal physical stress, environmental conditions or use contrary to any instructions issued by us; (ii) reconstructed, repaired or altered by any party other than Turf Tank; (iii) used with any third-party product(s), hardware or product that has not been authorized in writing by Turf Tank; or (iv) damaged or destroyed due to an event beyond your or our reasonable control.
5. Assignment: You shall not transfer, sell, sublease, assign, pledge, or encumber either the Equipment or any rights under this Agreement without Turf Tank's prior written consent. You agree that Turf Tank may freely sell, assign, or transfer this Agreement. The rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us, the Owner or any third party.
6. Risk of Loss; Limit of Liability: To the fullest extent permitted by applicable law, you are responsible for all risks of loss or damage to the Equipment and responsible and liable for any personal injury (including death), or real or personal property damage resulting from the Equipment, and if any such damages or loss occurs, you shall be required to satisfy all of youroblgations under this Agreement. Neither we nor the Owners are responsible for any losses or injuries caused by the Equipment. In no event shall Turf Tank or Owner be liable to you or any third party for any lost profits, loss of data, special, consequential, exemplary, punitive, incidental, or indirect damages or costs (including legal fees and expenses) in connection with any claim arising from this agreement. The total cumulative liability shall not in the aggregate exceed the service fees paid by you to Turf Tank under this agreement in the twelve (12) months immediately preceding the event.
7. End of Agreement: At the end of the Term, you shall have the option to renew the existing agreement for an additional three (3) years at current rate or the Extended Term from section 1 takes effect and shall automatically renew for an additional twelve (12) months. If you choose to end agreement per section 1 conditions, you shall return the Equipment in Good Working Condition (as defined below) at your cost to the location we specify. The Equipment must be returned with accessories, parts, and major components that were originally delivered with the equipment. Major components consist of but not limited to the following – the control unit, rover, base station, robot batteries, etc. Any clear, visual damage to the Equipment that will require repair, as determined in Turf Tank's discretion, will be invoiced. Regular wear and tear is acceptable. "Good Working Condition" of Equipment means: (a) the base must be able to power on and connect to a minimum of 12 satellites; (b) the robot must be able to power on and connect to a tablet; (c) the robot must be able to run the standard installed plan; and (d) the tablet must be able to power on and connect to the robot.
8. Default and Remedies: You shall be deemed in default on this Agreement if: (a) you fail to pay any Service Fees or any other amount when due; or (b) you breach any other obligation under this Agreement or any other agreement with us. If you are in default, we may: (i) remotely disable the Equipment and/or its software so that it is unable to function for its intended use, (ii) escalate the aged debt to a third party collection agency, (iii) place any supplies, parts or service on hold, (iv) peacefully repossess the Equipment, and (v) pursue any and all other legal and/or equitable remedies for any unpaid balances, including court costs and legal fees.
9. Attorney Fees and Miscellaneous: This Agreement was made in the State of Georgia, is to be performed in FL and shall be governed in accordance with the laws of FL. Any action arising out of this Agreement shall be adjudicated in a court of competent jurisdiction in Cobb County, Georgia. You agree the Equipment shall only be used for your internal business purposes and not for personal, family or household use, and shall not be moved from the above location or a location under your control, without our consent. We, or whoever we authorize hereto, may inspect the Equipment during the Term of this Agreement. Any amendment or revision to this Agreement must be in writing and signed by both parties to be enforceable. You agree that a facsimile or electronic mail copy of this Agreement with facsimile or electronic mail signatures may be treated as an original and will be admissible as evidence of this Agreement.
10. Special Terms:

FIRST INVOICE DETAILS

1st Subscription Invoice	+	$11,000.00
Implementation Fee	+	$1,700.00
Other	+	
Total Payment Enclosed	+	$12,700

☑ **DUE NET 18** ☐ **Other:**

CUSTOMER SIGNATURE

Full Name
Title
Date
Signature

TURF TANK REPRESENTATIVE

Full Name John Moss
Title Sales Manager
Date 2025-10-02
Signature John Moss

PURCHASE TERMS & COMMENTS

INVOICE	INVOICE DETAILS
Implementation Fee Invoice & First Invoice	**Implementation Fee & Subscription or Purchase Invoice** will be issued at date of shipment with net 18 payment terms. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com.
Renewal Invoices	**Subscription Renewal Invoices** will be emailed to the billing contact on file 30-days prior to the subscription date with net 30 payment terms.

***Sales Tax is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

SUBSCRIPTION WARRANTY

TURF TANK®

Subscription Type	Basic	The Gridiron	Plus	Pro
	Major Components			
Rover	✓	✓	✓	✓
Base Station	✓	✓	✓	✓
Control Unit	✓	✓	✓	✓
Harness	✓	✓	✓	✓
Robot Chassis	✓	✓	✓	✓
Complete Rear Wheel Mount	✓	✓	✓	✓
Battery Holder	✓	✓	✓	✓
GNSS Antenna	✓	✓	✓	✓
Actuator	✓	✓	✓	✓
Wheel Motor Set	✓	✓	✓	✓
Shell	✓	✓	✓	✓
Complete Rack & Pinion Holder	✓	✓	✓	✓
Control Panel	✓	✓	✓	✓
Disc Lift System	✓	✓	✓	✓
Robot Battery Charger	✓	✓	✓	✓
Complete Front Bumper	✓	✓	✓	✓
Complete Rear Bumper	✓	✓	✓	✓
Robot Battery	✓	✓	✓	✓
Tablet	✓	✓	✓	✓
	Warranty Benefits & Coverage			
Annual Site Visits	$750/per visit	$750/per visit	$750/per visit	2x/year
Annual Service Kit	✗	✗	✗	1x/year
Wear & Tear Parts	30 days	60 days	60 days	90 days
Discount on Major Components	✗	✗	20%	40%
Discount on Wear & Tear Parts	✗	✗	20%	40%
Upon Delivery of Robot* (Wear & Tear Components)	✓	✓	✓	✓

All major components of the robot are covered under the standard subscription warranty. You shall promptly notify us of any defect or issue related to the Equipment covered by Warranty and Turf Tank will, at our option, and as our sole and exclusive liability and your sole and exclusive remedy, either repair the defect or issue, or replace the Equipment. **The Warranty does not apply to any Equipment that has been**: (i) subject to (a) abuse, misuse, neglect, accident, (b) improper testing, installation, storage, or handling, (c) abnormal physical stress, environmental conditions or use contrary to any instructions issued by us; (ii) reconstructed, repaired or altered by any party other than Turf Tank; (iii) used with any third-party product(s), hardware or product that has been authorized in writing by Turf Tank; or (iv) damaged or destroyed due to an event beyond your or our reasonable control.

* Upon delivery and training of the robot, each robot regardless of subscription type or robot type will be equipped with a new pump, valves, and tubes.

- **Standard Ground Shipping:** Covered by Turf Tank on warranty parts.
- **Overnight/Express Shipping:** Covered by customers at cost.
- **Service Kit:** Includes 1x Solenoid, 1x Suction Rod Assembly, 1x Tubing Set, 1x Pump.
- Warranty components will be invoiced upon shipment, and then credited or cancelled immediately upon return of the defective component back to Turf Tank.
- Warranty does not cover **labor cost**.
- Use of **non-approved paint** will void warranty on paint system: Pump, Suction Rod assembly, Solenoid, Tubing.
- **Custom Modifications** of Turf Tank robot will void warranty.
- Above Warranty does not cover **breakdowns and general repairs** directly caused by the owner/operator neglect, accidental damage, abuse or misuse, including inadequate cleaning and improper storage.
- All parts not mentioned on the list above is considered **Wear & Tear**.

PLUS

3 YEAR SUBSCRIPTION

	Plus
Annual Subscription	**$11,000/year**
Year One Implementation Cost	**$1,700**
# of Sport Type Field Layouts Included	Unlimited
Additional Sports	-
Turf Tank Robot + GPS Package	✓
Major Components Warranty	✓
Wear & Tear Warranty	60 days
Annual Paint Allotment Included	$2,000
Paint Brand	Turf Tank RTS / Pioneer / USSC
Paint Capacity (Paint Jug Included)	5.5 Gal
Continuous Software Improvements	✓
Free Form Text Creation	✓
Geometry Package	✓
Training & Online Resources	✓
2nd Robot Battery Supply	✓
Courtesy Robot	$750 - 30 days max.
Support Hours	Normal Business Hours
Annual Site Visits	$750/visit
Parking Lot Feature	✗
Customized Logo	1x **$1,500** / 2x **$2,500**
Logo Bundle	✗
Robot Series Type	**TURF TANK *TWO***
Upon Delivery **	✓
Custom Turf Tank Wrapping	✗
Turf Tank Service Kit (1x / year) Incl. Pump, Solenoid & Suction Rod w/ hoses	✗
Upgrade Kit 1x Suction Rod, 3x Ground Spikes	✓
Premium Upgrade Kit 4x LP-E6 Base Station batteries, 1x Solenoid, 1x Pump Incl. Fittings, 1x Spray Kit - Flat Nozzles, 1x Spray Kit - Cone Nozzles, 7x Ground Spikes	✗

** *Upon delivery and training of the robot, each robot regardless of subscription type or robot type will be equipped with a new pump, valves, and tubes.*

SOLUTIONS BEYOND JUST A PRODUCT

A partnership with a team dedicated to your success

Cost-Effective Access to Best-in-Class Solutions

At Turf Tank, we understand that investing in premium field maintenance equipment can be a significant financial commitment.

That's why our flexible subscription model offers a more affordable entry point compared to outright purchases.

A compelling alternative approach with unparalleled value and adaptability to meet your evolving needs. Our subscription model offers you the freedom to choose between a 1-year or 3-year commitment, allowing you to select the best option for your operational plans. Whether you prefer a shorter-term commitment or the cost-effectiveness of a longer subscription, we've got you covered.

Seamless Adaptability as Your Business Evolves

Need to upgrade to a different model? No problem. Want to add more services or increase your subscription level? We've got you covered. This adaptability minimizes your risk and ensures you never have to settle for a solution that doesn't meet your evolving needs.

Future-Proof Your Operations

In an industry where innovation is constant, and new technologies are emerging rapidly, it's crucial to stay ahead of the curve. By subscribing to Turf Tank, you'll benefit from our commitment to continuous improvement and innovation. Our team of experts is constantly working on developing new features, capabilities, and enhancements that will be seamlessly integrated into your subscription.

Unlike outright purchases, where you're stuck with the same equipment until you're ready to make another significant investment, our subscription model allows you to upgrade to the latest advancements as soon as they become available. This means you'll always take advantage of game-changing technologies that could give you a competitive edge and improve your operations.

Solutions Beyond Just a Product

When you subscribe to Turf Tank, you gain access to a team of experts passionate about your success. We are committed to continuous innovation, staying ahead of the curve, and delivering solutions that drive your operations forward. Our subscription model is more than just a transactional agreement; it's a partnership that empowers you to embrace the future of autonomous line-marking technology.

With over 5,000 global customers and a comprehensive team of more than 200 employees, we are dedicated to continuously creating the world's best solutions for field maintenance.

OUR LEVEL OF SERVICE

Local Support

At Turf Tank, we pride ourselves on providing immediate, personalized support to our customers.

With the largest service team in the world for autonomous line marking, we ensure quick resolutions to your needs, minimizing downtime and disruption.

Our local presence across the globe means that no matter where you are, we are available when you need us. Our commitment to your success is reinforced through our dedicated team of +40 employees who focus solely on support and education, ensuring your operations achieve excellence.

Complete Care

Our comprehensive Service model includes initial training, onsite visits, 1:1 online consultations, and a robust Help Center with self-help resources and customer education. Our support center is always ready to take your calls, ensuring you are never left without assistance.

Community Connection

When you join the Turf Tank family, you gain access to a wealth of collective knowledge in our user community. This connection enriches your operations through shared experiences, innovative practices, and collective problem-solving. By tapping into this community, you amplify your capabilities and outcomes, ensuring you get the most out of your Turf Tank solutions.

What's In It for You?

- **Quick Resolutions:**
  Our local, dedicated support team ensures that your issues are addressed promptly, reducing operational interruptions and allowing you to focus on taking care of your facilities.
- **Expert Guidance:**
  From training to continuous support, our team is there every step of the way, providing you with the knowledge and assistance needed to maximize the benefits of our technology.
- **Global Reach, Local Touch:**
  No matter where you are, our global presence and local touch mean you receive personalized service and support, tailored to your specific needs.
- **Worry-Free Experience:**
  Our complete care approach takes the worry out of managing and maintaining your equipment, allowing you to focus on achieving your operational goals.
- **Community Benefits:**
  Connect with a global network of users to share best practices and solutions, enhancing your overall experience and performance.

At Turf Tank, service is a cornerstone of our business model and DNA. We believe that exceptional service is not just an add-on but an integral part of delivering best-in-class solutions. Our focus on service means that we put you, our customer, first, ensuring that you always have the support you need to succeed.

CONTACT DETAILS

Mark Colon
Regional Territory Manager
mark.colon@turftank.com

Turf Tank
1110 Allgood Industrial Ct
Marietta, GA 30066
United States

COMPANY DETAILS

Who is Turf Tank?

Turf Tank has revolutionized the line marking industry with the world's first autonomous line marking robot for sports fields. From parks and recreation departments and high schools to major colleges and professional teams, the Turf Tank robot helps sports facilities worldwide save time and money painting their fields.

CITY OF CRESTVIEW Item # 10.3.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Nicholas Schwendt, CDS Planning Administrator, Barry Henderson, Development Services Director
DATE:	10/16/2025
SUBJECT:	Auburn Water System Agreement

BACKGROUND:

The City of Crestview and Auburn Water System both serve various areas in the northeast sector of the City. The areas served are delineated and specified in an agreement from 1991.

DISCUSSION:

In some instances, it is more favorable for each utility when the other is able to serve certain parcels within their water service area. In the past, the City and Auburn Water have utilized standalone agreements to adjust their service areas so that the other entity may serve a given property.

In this case, due to the nature of the existing utility systems in the area, it is logical for the City and Auburn Water to trade parcels that each currently has the right to serve. More specifically, the City is allowing Auburn Water to serve two proposed outparcels that are a part of the approved Walmart Neighborhood Market development. In exchange, Auburn Water is allowing the City to serve the property owned by Chaves Rental Properties, LLC, which is currently occupied by the El Paso restaurant.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.
Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

FINANCIAL IMPACT

This item will have minimal financial impact on the City.

RECOMMENDED ACTION

Staff respectfully requests that the council approve the exchange with the Auburn Water System and allow the city attorney to negotiate the terms of the agreement.

Attachments

None

CITY OF CRESTVIEW Item # 11.1.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
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:	09/02/2025
SUBJECT:	General Retirement Board Appointments

BACKGROUND:

The General Employee's Retirement Board was re-established pursuant to Ordinance Number 1441 and amended by Ordinance 1628. The Board (of Trustees) shall consist of five (5) Trustees. Two shall be legal residents of the City, and the appointment shall be made by the City Council. The General Employee Retirement Board for the City of Crestview meets quarterly or as needed. If a vacancy occurs within the four (4) year period of any appointment to the Board, another Trustee shall be appointed to fill the unexpired term.

DISCUSSION:

Elizabeth Roy was appointed on August 11, 2025 to fill a vacancy. We were advised to appoint a member for the remaining term that expires October 25, 2025 and then bring the appointment back to the Council for approval in October for the full tour-year term.

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

Communication- To engage, inform and educate public and staff

FINANCIAL IMPACT

There is no financial impact to the City with these appointments.

RECOMMENDED ACTION

Staff respectfully requests the City Council appoint Elizabeth Roy to the General Employee Retirement Board for the full four-year term ending October 26, 2029.

Attachments

None

CITY OF CRESTVIEW Item # 11.2.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Girard, City Clerk
DATE:	10/16/2025
SUBJECT:	Citizen of the Year nominations are due by November 3, 2025

BACKGROUND:

Each year the City Council selects a Citizen of the Year based on the recommendation of the committee by the first meeting in the month of December. The award presentation is scheduled for the first meeting in January.

DISCUSSION:

The link to the nomination page will be on our website beginning October 1st, and we will accept applications from October 1 - November 3, 2025.

The City Council determines whether the Mae Reatha Coleman Citizen of the Year Committee should be dissolved or remain in place as the primary focus of the committee is to promote, review and present to the City Council a candidate for the Citizen of the Year.

The Committee shall consist of the Mayor (oversight only) and one City staff member appointed by the Mayor, plus five persons appointed by the City Council. The City staff member shall vote only in the event of a tie vote. Each City Council member shall appoint one member who resides in his or her district or who has a vested interest in the City of Crestview. The City Clerk shall be the administrator of the program.

Currently, the following are members of the 2025 Mae Reatha Coleman Citizen of the Year Committee:

Casey Gasbarro- Renominated by Councilmember Ryan Bullard - 2026 Committee
Mike Carroll - Nominated by Councilmember Joe Blocker (Councilmember Dusty Allison)
Steve Colson - Nominated by Councilmember Andrew Rencich (Councilmember Brandon Frost)
Larry Medlock - Renominated by Mayor Pro-Tem Doug Capps - 2026 Committee
April Rencich - Nominated by Councilmember Cynthia Brown (Councilmember Shannon Hayes)

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

Budgeted item.

RECOMMENDED ACTION

Request approval of the current committee members or submit the name of your appointment.

Attachments

1. COY Nomination Application

Mae Reatha Coleman
Crestview Citizen of the Year Award
Nomination Package

Name of Nominee: _____

Home Address: _____

Contact Phone Number: _____ Email: _____

Name of Nominator: _____

Nominator Contact Phone Number: _____

Nominator Email: _____

Application should be attached to this letter and follow the following Criteria:

- Nominee must be a resident of or have a vested interest in the City of Crestview for a minimum of 12 months and have interest in the betterment of the City.
- Application should include contributions to the City and its citizens for the year 2025.
- Application may include past actions that show dedication to the City of Crestview and its citizens.
- Application should discuss specific acts that put others first and enhancing the quality of life.
- Application should describe who benefited, what was accomplished, the breadth of impact and how did the action relate to the community.
- Nomination should be for selfless acts and not directly related to the person's job.

Please include a brief narrative as to why this person should be chosen as the Citizen of the year.

All Applications must be accompanied by this cover sheet.

Submit nomination packages to the City Clerk's office by: November 3, 2025 to:

Maryanne Girard, City Clerk
198 N. Wilson Street N
Crestview, Florida 32536
cityclerk@cityofcrestview.org

Nomination Form

Mae Reatha Coleman
Crestview Citizen of the Year

Contributions for 2025

Past Contributions

Other Reasons for Consideration

CITY OF CRESTVIEW Item # 11.3.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Girard, City Clerk
DATE:	10/01/2025
SUBJECT:	Monthly Update

BACKGROUND:

The monthly update is provided.

DISCUSSION:

Public Records – For the September 2025 period, we received 71 new requests, with 30 open, 10 days on average to fulfill all requests, 68 requests were closed, and 10 requests were fulfilled outside of the average response time by the end of the period. The average number of hours to fulfill a request was .75 hours at a cost of $54.87 for staff. We have received $63.00 in payments for the reporting period. Community Development (30) and the Police department (98) received the most requests per department with the remaining dispersed among the remaining departments.

Laserfiche – The public records portal located on the City Clerk page at: https://city-of-crestview-fl.nextrequest.com/. The portal is utilized to enhance the historical integrity and preservation of our records and ensure records are accessible on a routine basis, as well as in the event of a disaster. The total number of additional pages for September 2025 is 28,219.

Records Management – The Public Records Policy has been updated to clarify processes and is under internal review.

Educational Opportunities – Maryanne Girard is taking a University of Wisconsin training certificate class on Training and Development. It is a six-week course. The first session was "Adult and Lifelong Learning Principles", the second session was "Instructional Design", the third session was "Facilitating Sessions", and the fourth was "Training Evaluation Methods". Maryanne has also completed the Florida Ethics, Public Records and Sunshine Law for 2025 provided by the Florida Institute of Government at Florida State University.

Bid Openings – The Lift Station 15 bid opening is set for Monday, October 27th at 10:00 a.m.

GOALS & OBJECTIVES

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

n/a

Attachments

None

CITY OF CRESTVIEW Item # 12.1.

Staff Report

CITY COUNCIL MEETING DATE: October 20, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jessica Leavins, City Manager
DATE:	10/16/2025
SUBJECT:	City Manager Updates

BACKGROUND:
Information will be provided on on-going projects.

DISCUSSION:
Projects are presented as needed.

GOALS & OBJECTIVES
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FINANCIAL IMPACT
n/a

RECOMMENDED ACTION
n/a

Attachments

None