



CITY COUNCIL REGULAR MEETING
April 13, 2026
6:00 PM
COUNCIL CHAMBERS

1. **Call to Order**
2. **Invocation, Pledge of Allegiance**
3. **Open Policy Making and Legislative Session**
4. **Approve Agenda**
5. **Presentations and Reports**
 - 5.1 American 250 - Daughters of the American Revolutionary
 - 5.2 Child Abuse Prevention Month- Proclamation Emerald Coast Children's Advocacy Center
6. **Consent Agenda**
 - 6.1 Lease Extension
 - 6.2 Approval of the minutes from the City Council Meeting of January 12th and 26th.
 - 6.3 Approval of the minutes from the Special City Council Meeting on January 20, 2026.
7. **Public Hearings / Ordinances on Second Reading**
8. **Ordinances on First Reading**
 - 8.1 Ordinance 2020 Aplin/Brookmeade Rezoning
9. **Resolutions**
10. **Action Items**
 - 10.1 Boards and Commission Appointments
 - 10.2 Consent to assignment of solid waste and recycling collection franchise agreement
11. **City Clerk Report**
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 white card. The card must be submitted to the Mayor or Mayor Pro Tem. 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 Natasha Peacock, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option 2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: April 13, 2026

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: JB Whitten, Mayor
DATE: 04/09/2026
SUBJECT: American 250 - Daughters of the American Revolutionary

BACKGROUND:

DISCUSSION:

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

Staff respectfully requests a motion

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: April 13, 2026

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: JB Whitten, Mayor, Dominique Vaughn, Executive Assistant
DATE: 04/09/2026
SUBJECT: Child Abuse Prevention Month- Proclamation Emerald Coast Children's Advocacy Center

BACKGROUND:

Through advocacy and evidence-based treatments, ECCAC addresses the effects of abuse and neglect from every angle while diligently educating the communities it serves and working to prevent future harm.

DISCUSSION:

Mayor Whitten will read and present a proclamation in honor of Child Abuse Prevention Month. A representative will attend to receive the proclamation.

GOALS & OBJECTIVES

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

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FINANCIAL IMPACT

RECOMMENDED ACTION

Staff respectfully requests a motion

Attachments

1. Child Abuse Prevention Month

Child Abuse Prevention Month

April 2026

WHEREAS every child deserves a safe, stable, and nurturing environment in which to grow and thrive, free from abuse and neglect; and

WHEREAS, child abuse and neglect have lasting impacts on individuals, families, and the community as a whole; and

WHEREAS, preventing child abuse requires the collective effort of families, educators, organizations, and community members working together to create a culture of protection and support; and

WHEREAS, the Emerald Coast Children's Advocacy Center (ECCAC) plays a vital role by providing advocacy, education, prevention services, and evidence-based treatment to children and families impacted by abuse and neglect; and

WHEREAS the City of Crestview is committed to promoting the safety, well-being, and future success of all children and families.

NOW, THEREFORE, I, Mayor JB Whitten, Mayor of the City of Crestview, do hereby proclaim April as Child Abuse Prevention Month in the City of Crestview, and urge all citizens to raise awareness, support prevention efforts, and work together to ensure every child is protected and allowed to thrive.



Mayor JB Whitten

Date



Staff Report

CITY COUNCIL MEETING DATE: April 13, 2026

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, City Manager
DATE: 04/09/2026
SUBJECT: Lease Extension

BACKGROUND:

In 2025, the City of Crestview entered into a lease agreement with Crestview Investment Company to lease space on Main Street for the purpose of a new Arts and Learning space. This space is part of a historical building and during the remodel process significant structural damage was observed and therefore the repair and remodeling process has taken longer than was expected.

DISCUSSION:

We expect the construction on the Arts and Learning Center to be completed in August 2026. The lease, as attached, extends the original term through August 2029 which aligns with the three year sponsorship previously obtained to cover the cost of the lease.

GOALS & OBJECTIVES

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

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FINANCIAL IMPACT

Monthly rent (for additional months of term as modified in this amendment) and all other financial terms of the Lease will remain the same unless the parties later agree otherwise in a written document signed by both parties.

RECOMMENDED ACTION

Staff respectfully requests a motion to extend the original term through August 2029 which will run concurrently with the 3 year sponsorship.

Attachments

1. Lease_Amendment_Extension_Aug_2029 Arts-Learning
2. Crestview Investment Rental Agreement

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("Amendment") is made and entered into effective as of _____, 2026

This Amendment is between CRESTVIEW INVESTMENT COMPANY, LLC, a Florida limited liability company ("Lessor"), and the CITY OF CRESTVIEW, FLORIDA a Florida municipal corporation ("Lessee").

Lessor and Lessee entered into that certain Lease dated April 21, 2025, for the premises described in the Lease as approximately 54 feet by 100 feet (southern portion) of that certain building known as Hilton Hotel of Crestview, also identified as 189 North Main Street, Crestview, Florida 32536 ("Lease").

Lessor and Lessee now want to extend the term of the Lease through August 31, 2029, on the same financial terms stated in the Lease.

1. **Extension of Term.** The Lease term is amended so that, unless sooner ended under the Lease, the Lease will continue through August 31, 2029.
2. **Financial Terms.** Monthly rent (for additional months of term as modified in this amendment) and all other financial terms of the Lease will remain the same unless the parties later agree otherwise in a written document signed by both parties.
3. **No Other Changes.** Except as expressly changed by this Amendment, the Lease remains unchanged and in full force and effect.
4. **Conflict.** If there is any conflict between this Amendment and the Lease, this Amendment controls.
5. **Authority; Counterparts.** Each person signing this Amendment represents that he or she has authority to sign for the party for whom he or she signs. This Amendment may be signed in counterparts, and all counterparts together will be treated as one original.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

LESSOR:

CRESTVIEW INVESTMENT COMPANY,
LLC,
a Florida limited liability company

By: _____

Name: J.D. Wingard, Jr.

Title: Manager/Member

Date: _____

LESSEE:

CITY OF CRESTVIEW, FLORIDA
a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA COUNTY OF

OKALOOSA

THIS LEASE, made and entered into this 21st day of April, 2025, by and between CRESTVIEW INVESTMENT COMPANY, LLC, A Florida Limited Liability Company, having its principal place of business at 101 North Wilson Street, City of Crestview, County of Okaloosa, State of Florida, hereinafter called "Lessor", and THE CITY OF CRESTVIEW, a municipal corporation, having its principal place of business at 198 North Wilson Street, City of Crestview, County of Okaloosa, State of Florida, hereinafter called "Lessee",

WITNESSETH:

1. That for and in consideration of the rental to be paid by Lessee as hereinafter stated and under the terms and conditions hereinafter expressed, Lessor does hereby demise and lease unto Lessee the following-described improved real estate, to-wit:

Approximately 54 feet by 100 feet (southern portion) of that certain building known as Hilton Hotel of Crestview, beginning at the Southeast corner of the intersection of North Main Street and East Woodruff Avenue in the City of Crestview, Okaloosa County, Florida, a/k/a 189 North Main Street, Crestview, Florida, 32536.

2. The term of said Lease is for a period of twelve (12) months, commencing on the 21 (~~st~~) day of April, 2025, and ending at midnight on the 21 (~~st~~) day of April, 2026, and the rental to be paid by Lessee for the said twelve (12) month term, to Lessor, is the sum of EIGHTEEN THOUSAND AND NO/100 (\$18,000.00) DOLLARS in the aggregate, and which is payable in nine (9) monthly installments of TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS each, the first monthly installment being due on July 1, 2025 and the remaining monthly installments being due on the first (1st) day of each month thereafter, during the said rental term. In the event that Lessee fails to pay said rent on or before the tenth (10th) day of the month in which the rental is due, Lessee hereby agrees to pay to Lessor a late charge of TEN PERCENT (10%) of the amount of rent then due. In addition to the above, in the event that Lessee fails to pay said rent on or before the fifteenth (15th) day of the month in which the rental is due, a default shall be deemed to have occurred and this Lease shall

immediately terminate pursuant to the terms of Paragraphs 16 and 17 hereof.

3a. It is further agreed by and between the parties hereto that Lessee has accepted the subject improved real property in an "as is" condition and that Lessee shall, at its sole cost and expense, alter, remodel, refurbish, repair, paint and make structural modifications to the interior of said improved real property, all in order to bring the property up to present City of Crestview Building and Fire Safety Codes, all in a good, first-class workmanlike manner by means of self-performing work for which the City has qualified laborers, or by using only licensed and fully-insured contractors, said insurance to include, but not be limited to, full Workers' Compensation coverage. Lessee shall have ninety (90) days from the date of commencement of this Lease to complete said alterations, remodeling, refurbishment, repairs, painting and structural modifications.

3b. It is further agreed by and between the parties hereto that, prior to its making any of said alterations, remodeling, refurbishments, repairs, painting and structural modifications to said interior of said improved real property, Lessee shall submit its proposed plans to Lessor for its written approval. Lessor shall not unreasonably withhold its consent to Lessee's proposed plans. Lessee shall promptly pay for all labor and materials furnished in connection with such alterations, modifications and improvements and shall, within forty-five (45) days of the installation of the respective alterations, modifications and improvements, furnish Lessor with proof of payment for all labor and materials so furnished, to include the execution by Lessee of any appropriate affidavits of payment and of no liens.

3c. It is further agreed by and between the parties hereto that Lessee shall not erect or place any structures or property whatsoever, including signs, upon the roof of said premises.

4. If Lessee be not then in default hereunder, Lessee shall have and is hereby given the option to extend the term of this Lease for one (1) successive term of twelve (12) months, by giving Lessor written notice of its election to do so at least THIRTY (30) DAYS in advance of the expiration of the present term. Rent for the option period will be negotiated at that time. All other terms and conditions will remain the same.

5. The premises are leased to be used as a branch library and educational facility with parking at the rear of said building and on Main Street, Crestview, Florida. Lessee agrees to restrict its use to such purposes, and not to use, or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessor.

6. Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.
7. Lessor, at its sole cost and expense, shall maintain and keep in good repair the roof, exterior walls and the storefront of the building. Lessee shall maintain and keep the premises, including, without limitation, rear door, foundation, flooring, exterior plumbing, electrical system, the entire interior of the leased premises, including interior walls, lights, lighting fixtures, heating and air conditioning equipment and plumbing, in good condition and repair.
8. It is agreed by and between the parties hereto that any and all improvements to the demised premises including, but not limited to, all fixtures, lights, lighting fixtures, electrical equipment, plumbing fixtures and water pipes, shall, upon the completion or installation of the improvements, become the sole property of Lessor. All furniture, furnishings, supplies, and other miscellaneous items purchased at the sole cost and expense of Lessee shall at all times be and remain the property of Lessee and Lessee shall have the right to remove the same from said premises at the termination of this Lease, provided Lessee shall not be in default hereunder.
9. Lessee shall permit Lessor, its agents and employees to enter the leased premises at reasonable hours to examine the same or for other lawful purposes.
10. Lessor warrants and represents that it is the owner of the leased premises and has good and lawful right to lease the same as provided herein, and does warrant and guarantee that Lessee shall have peaceful possession of the premises for the term of this Lease.
11. Lessor agrees to pay all ad valorem taxes and assessments upon the leased premises. Lessee does hereby agree to pay and obtain all licenses and taxes incident to the operation of said business and that Lessee will keep the premises clean and comply with all regulations established or to be established by the Board of Health, City of Crestview, County of Okaloosa, State of Florida or other authorities relative to the operation of said business. Lessee does further agree to comply with all State, Federal and local laws and regulations pertaining to the operation of the business, and shall pay to Lessor all sums, fines or penalties which may be lawfully demanded of Lessee for failure to comply, and Lessee further covenants and warrants that it will surrender the premises at the termination of this Lease, free and clear of any encumbrances or indebtedness to any person or persons whomsoever incurred.

12. Lessee agrees to pay all utility charges and deposits incurred with respect to the use of the demised premises.
13. Lessee agrees that, at the expiration of the term of this Lease, or sooner termination of this Lease, it will quit and surrender said premises leased to and used by said Lessee in as good state of condition and repair as of the date of the commencement of this Lease, with reasonable wear and tear being excepted.
14. Lessee shall procure and maintain in force during the term of this Lease and any extension thereof, at its sole expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in minimum amount of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS for each person injured, and THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS for property damage. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. The policies shall be delivered to Lessor for keeping. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease and extension thereof, Lessor may procure the necessary insurance and pay the premium therefore, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid.
15. Appointment of a Receiver to take possession of Lessee's assets (except a Receiver appointed at Lessor's request as herein provided), Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this Lease.
16. If Lessee breaches this Lease, Lessor shall have the following remedies in addition to its other rights and remedies in such event:
- a. Reentry. Lessor may reenter the premises immediately, and remove all of Lessee's personnel and property therefrom. Lessor may store the property in a public warehouse or at another place of its choosing at Lessee's expense or to Lessee's account.
 - b. Termination. At reentry, Lessor may terminate the Lease on giving seven (7) days' written notice of such termination to Lessee. Reentry only, without notice of termination, will not terminate the Lease.
 - c. Reletting Premises. After reentering, Lessor may relet the

premises or any part thereof, for any term, without terminating the Lease at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the premises.

(1) Liability of Lessee on Reletting. Lessee shall be liable to Lessor in addition to its other liability for breach of the Lease for all expenses of the reletting, and of the alterations and repairs made, which Lessor may incur. In addition, Lessee shall be liable to Lessor for the difference between the rent received by Lessor under the reletting and the rent installments that are due for the same period under this Lease.

(2) Application of Rent on Reletting. Lessor at its option may apply the rent received from reletting the premises as follows:

(a) To reduce Lessee's indebtedness to Lessor under the Lease, not including indebtedness for rent;

(b) To expenses of the re-letting and alterations and repairs made;

(c) To rent due under this Lease;

(d) To payment of future rent under this Lease as it becomes due.

If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to Lessee's indebtedness other than rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided herein, and during any rent installment period are less than the rent payable for the corresponding installment period under this Lease, Lessee agrees to pay Lessor the deficiency separately for each rent-installment deficiency period, and before the end of that period.

Lessor may at any time after such reletting terminate the Lease for breach because of which it reentered and relet.

Lessor may recover from Lessee on terminating the Lease for Lessee's breach all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this Lease over the reasonable rental value of the premises for the remainder of the Lease term, which sum shall be immediately due Lessor from Lessee.

d. Appointment of Receiver. After reentry, Lessor may procure the appointment of a Receiver to take possession of and collect rents and profits from Lessee's business. If necessary, to collect such rents and profits the Receiver may carry on Lessee's business and take possession of Lessee's personal property used in the business, including inventory, trade fixtures and furnishings, and use them in the

business without compensating Lessee therefore. Proceedings for appointment of a Receiver by Lessor, or the appointment of a Receiver and the conducting by him/her of Lessee's business, shall not terminate this Lease unless Lessor has given Lessee written notice of such termination as provided herein.

17. If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but is not rendered untenable in whole or part, Lessor shall at its own expense cause the damage to be repaired, and the rent shall not be abated. If the building is untenable only in part, Lessor shall at its own expense repair the damage and the rent shall be abated proportionately to the portion of the premises rendered untenable. If the premises shall be rendered wholly untenable, Lessor shall have the option to rebuild or repair such damage at its own expense and the rent meanwhile shall be abated in whole until the leased premises have been put in complete repair. If Lessor elects not to rebuild or repair said premises, then this Lease shall be terminated.

18. All rent to be paid hereunder shall be paid to:

Crestview Investment Company, LLC.
101 North Wilson Street
Post Office Box 171
Crestview, Florida 32536

19. Lessee shall not sublease, transfer or assign any part or all of said premises or any of its rights as provided herein, except that Lessee may permit use of any part of all of said premises for use as a branch library or educational facility without approval of Lessor but in such event Lessee shall remain liable for all obligations of Lessee arising under this Lease.

20. Lessee agrees that it will pay all costs, expenses and charges, including reasonable attorney's fees, incurred in proceedings begun or had to enforce the provisions of this Lease, or in collection of the sums secured hereby, and the same shall become a part of such sum so secured.

21. Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be Post Office Box 171, Crestview, Florida 32536, or such other address as it may designate to Lessee in writing. Notices to Lessee may be addressed to Lessee at 198 North Wilson Street, Crestview, FL 32536.

22. Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of one waived.

23. This Lease and the covenants and conditions hereof apply to and are binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

24. Time is of the essence of this Lease.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this date, month and year first above written.

CRESTVIEW INVESTMENT COMPANY, LLC.

WITNESSES AS TO LESSOR: A Florida Limited Liability Company

A handwritten signature in dark ink, appearing to read "J.D. Wingard, Jr.", is written over a horizontal line.

J.D. WINGARD, JR.
MANAGER/MEMBER

LESSOR

WITNESSES AS TO LESSEE:

THE CITY OF CRESTVIEW, a municipal corporation



LESSEE

STATE OF FLORIDA COUNTY OF

OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence this 21st of April, 2025, by J. D. WINGARD, JR., Manager/Member of CRESTVIEW INVESTMENT COMPANY, LLC, A Florida Limited Liability Company, as Lessor, on behalf of the LLC. J. D. WINGARD, JR. is personally known to me or has produced as identification.

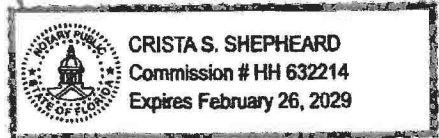
Crista S. Shephard

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: My Commission Number is:

2/26/29

HH 632214



STATE OF FLORIDA
COUNTY OF OKALOOSA

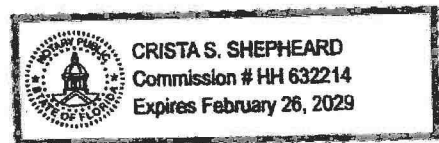
The foregoing instrument was acknowledged before me by means of physical presence this 21st of April, 2025, by JB Whiten as Lessee, on behalf of THE CITY OF CRESTVIEW. X is personally known to me or has produced as identification.

Crista S. Shephard

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 2/26/29

My Commission Number is: HH 632214





Staff Report

CITY COUNCIL MEETING DATE: April 13, 2026

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Natasha Peacock, City Clerk
DATE: 04/08/2026
SUBJECT: Approval for the minutes from the City Council Meeting of January 12th and 26th.

BACKGROUND:

The City Council routinely approves minutes from prior meetings.

DISCUSSION:

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

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

N/A

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the City Council Meeting minutes of January 12, 2026, and January 26, 2026.

Attachments

1. 01122026 DRAFT CCM Minutes
2. 01262026 DRAFT City Council Regular Meeting Minutes

City Council Minutes
January 12, 2026
6:00 PM
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 and Council members: Brandon Frost and Shannon Hayes. Also present: City Manager Jessica Leavins, Deputy City Clerk Natasha Peacock, City Attorney Jonathan Holloway, and various staff members. Council member Dusty Allison was not in attendance for this meeting.

2. Invocation, Pledge of Allegiance

The Invocation and Pledge of Allegiance were led by Elder Slyvester Echols of First Church of God In Christ.

3. Open Policy Making and Legislative Session

Mayor JB Whitten declared a quorum was present with one councilmember absent.

4. Approve Agenda

Mayor JB Whitten called for action to approve the Agenda.

Motion by Councilmember Hayes and seconded by Mayor Pro Tem Capps to approve the agenda, as presented.

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

5. Presentations and Reports

5.1. Main Street Christmas Parade Awards

The Main Street Christmas Parade Awards were presented and the winners were: First Place- NWFL Share Group, Second Place- The Property Group 850, Third Place- Ohana Heating & Air, Special Award-Holiday Cheer Award- Wal Mart.

5.2. Christmas Village Winner

Mayor Whitten presented the awards for the Christmas Village Winner: First Place was Heather Vaughn's "Home Sweet Home" representing the 850 Property Group, and Second Place was Maria Albino's representing Pounders.

5.3. Crestview Beautification Challenge

Mayor Whitten informed the public that the Mayor's Advisory Council created a Beautification Program and wanted to kick it off with a Christmas Light challenge. Tonight, we are going to present the winners of this challenge. He started with the Honorable Mention — 304 Island Drive, Mr. Joey Ireland, Second Place was 416 Hatchee Dr, First Place was 417 Hatchee Drive, Mr. David Paxton. Mayor Whitten then mentioned that the Kiwanis Club assisted with selecting homes in the city that are on County property. Starting with Second Place the winner was Ms. Hayes of 5822 Old Bethel Road and the First Place winner was 110 Eagle Court.

6. Consent Agenda

Mayor JB Whitten called for action to approve the Consent Agenda.

Motion by Councilmember Frost and seconded by Mayor Pro Tem to approve the agenda, as presented.

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

6.1. 12/08/2025 Draft Minutes- City Council Regular Meeting

6.2. North Florida ICAC MOU Renewal

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 2009 Electric Bikes on Downtown Sidewalks

Mr. Schwendt, Strategic Initiatives Director (SID) presented to Council information pertinent to Ordinance 2009. Recently, there has been an increase in use of electric micromobility devices (electric bikes, electric scooters, etc.) across the country, as well as in Okaloosa County and the City of Crestview. Staff from the County and many of the municipalities within the county participated in two workshops to iron out the regulatory language contained in this ordinance. A primary goal of these workshops was to ensure that regulations across the county would be uniform, thereby limiting confusion regarding which rules applied in each jurisdiction. As a result, Section 3 of the attached ordinance provides for a new Article IV in Chapter 74, which provides the same regulations that are being proposed within the other jurisdictions in the county.

He then stated it also adds a prohibition on e-bikes, e-scooters, and other micromobility devices not specifically listed, on the sidewalks in the downtown area. This will prevent physical and visual deterioration of the recently completed main street streetscape project, and help reduce public safety issues related to the use of such devices on sidewalks intended for pedestrian travel. This ordinance was approved by the City Council upon first reading on December 8th, 2025. The ordinance was advertised in the Crestview News Bulletin on January 1st, 2026. Mr> Schwendt then asked the Deputy City Clerk to read the ordinance by title.

Deputy City Clerk, Natasha Peacock read Ordinance 2009 by title:

ORDINANCE 2009 AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA;
CREATING CHAPTER 74, ARTICLE IV - ELECTRIC BICYCLES, MOTORIZED SCOOTERS,
AND MICROMOBILITY DEVICES; AMENDING SECTION 74-6 – SKATEBOARDS,
ROLLER BLADES AND SKATES PROHIBITED ON DOWNTOWN STREETS AND
SIDEWALKS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT;
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 Whitten for public comments.

Mr. Michael Sharp of 155 Gillis Dr, Crestview, FL commented on the helmet requirement in the ordinance presented.

Mayor Whitten spoke about how the ordinance was a coordinated effort for all the municipalities in Okaloosa County as it pertains to the usage of e-bikes. He thanked Mr. Sharp for his comment.

Mayor Whitten then requested action from the Council.

Motion by Councilmember Hayes and seconded by Councilmember Frost to adopt Ordinance 2009 and send for signatures by the Mayor.

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

7.2. Ordinance 2013 Photography

Nicolas Schwendt, Strategic Initiatives Director (SID) informed Council of pertinent information concerning Ordinance 2013. 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. Following previous discussions, staff determined that the largest impetus to allowing photography activities, outside of a contract with the City, is Section 58-1(14) of the Code of Ordinances, which prohibits commercial uses that are not specifically authorized by the City Council.

The proposed revision simplifies the language of the section, and provides a list of exemptions to the commercial use prohibition. This includes commercial photography, special events/specifically permitted events and activities, to include concessions services permitted by the City at sporting events, and any commercial uses conducted pursuant to a franchise or contract granted by the City. This ordinance will serve to allow commercial photography as a commercial use within City parks, recreational facilities and adjoining green spaces. That being said, staff is currently developing a policy with regard specifically to youth sports photography. As previously mentioned, this will include a registration with the Parks and Recreation department, as well as a background check. Mr. Schwendt then asked the Deputy City Clerk to read Ordinance 2013 by title.

Deputy City Clerk, Natasha Peacock, read Ordinance 2013 by title:

ORDINANCE 1993 AN ORDINANCE AMENDING SECTION 58-1(14) 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 Whitten asked for any comments from the Public.

Mr. Hayes spoke in support of Ordinance 2013.

Ms. Gia DeMario had asked questions concerning certain aspects of the Ordinance.

Mayor Whitten asked for action.

Motion by Mayor Pro Tem Capps and seconded by Councilmember Hayes to adopt Ordinance 2013 and send for signatures.

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

8. Ordinances on First Reading

8.1. Ordinance 2014 Magnolia Creeks Rezoning - Planned Unit Development

Strategic Initiatives Director, Nicholas Schwendt informed Council of information pertaining to Ordinance 2014. Staff received the initial application for the Magnolia Creeks Phase 3 subdivision Planned Unit Development ("PUD") on October 9th, 2025. All major comments have been addressed, and no substantial changes to the site development plans are expected at this time. The Magnolia Creeks Phase 3 PUD is the third phase of an existing project, Magnolia Creeks Phases 1 and 2, located at the southernmost end of Steeplechase Dr., and north of Interstate I-10. Magnolia Creeks Phases 1 and 2 was approved prior to the adoption of our latest code provisions regarding Planned Unit Developments, and was thereby approved as a PUD without going through the rezoning process. However, the plat was approved by the Planning and Development Board as well as the City Council.

The primary reason for the request of this PUD zoning is to allow narrower lots within the subdivision (40-foot minimum instead of the 50-foot minimum required by the Mixed Use zone) and setbacks, requesting 20' front, 5' side and 15' rear setbacks (as opposed to the current Mixed Use Zone, which requires a 7.5' side setback). These lot width and setback changes are consistent with the first portion of the project, Magnolia Creeks Phases 1 and 2. The Planning and Development Board recommended approval of the request on January 5, 2026.

Mr. Schwendt, then asked the Deputy City Clerk to read Ordinance 2014 by title:

Deputy City Clerk, Natasha Peacock read Ordinance 2014 by title:

ORDINANCE: 2014 AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 22.27 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE MIXED USE (MU) ZONING DISTRICT TO THE PLANNED UNIT DEVELOPMENT (PUD) 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.

Council member Hayes inquired about any feedback or questions from those who live near.

Mr. Schwendt answered that he did not get any feedback from residents but does know that the Fire Marshall did have a conversation with an individual addressing some concerns.

Mayor Whitten asked for action.

Motion by Councilmember Hayes and seconded by Mayor Pro Tem Capps to adopt Ordinance 2014 on First Reading and moved to Second Reading.

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

8.2. Ordinance 2016 - North Pearl Street Rezoning

Mr. Schwendt, Strategic Initiatives Director (SID) presented Council with information on Ordinance 2016. On November 20, 2025, staff received an application to amend the comprehensive plan and zoning designations for property located at 1398 North Pearl Street. The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Residential (R) and Single and Multi-Family Density Dwelling District (R-3), respectively. The application requests the Mixed-Use (MU) zoning designation for the property. The Planning and Development Board recommended approval of the request on January 5, 2026. Mr. Schwendt then asked the Deputy City Clerk to read Ordinance 2016 by title.

Deputy City Clerk, Natasha Peacock, read Ordinance 2016 by title:

ORDINANCE: 2016 AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 0.87 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 8, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE SINGLE AND MULTI-FAMILY DENSITY DWELLING DISTRICT (R-3) ZONING DISTRICT TO THE MIXED-USE (MU) 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 Pro Capps stated that he does not support Ordinance 2016.

Mr. Hayes also stated that he does not support Ordinance 2016.

Mayor Whitten asked for action.

There was no action for a motion to move Ordinance 2016 to second reading. Motion failed.

9. Resolutions

9.1. Resolution 2026-07 Photography Fee Schedule Amendment

Mr. Schwendt, SID presented information to the Council for Resolution 2026-07. 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. Pursuant to the adoption of ordinance 2013, which serves to allow photography as a commercial use in city parks, staff has determined that an annual registration and background check process would give staff the ability to ensure the continued safety of children participating in youth sports programs. As a result, the fees listed below, and in this resolution, need to be established to ensure costs associated with administrative time and the background check process are sufficiently offset: Registration (365 days) is \$25 and the Background Checks would be \$30. Mr. Schwendt then asked the Deputy City Clerk to read Resolution 2026-07 by title.

Deputy City Clerk Natasha Peacock read Resolution 2026-07 by title:

RESOLUTION: 2026- 7 A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING THE COMPREHENSIVE FEE SCHEDULE TO IMPLEMENT FEES RELATING TO PHOTOGRAPHY REGISTRATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Whitten asked for action.

Motion by Councilmember Hayes and seconded by Councilmember Frost to adopt Resolution 2026-07.

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

9.2. Resolution 2026-08 Budget Amendment

Financial Director, Gina Toussaint presented information to Council concerning Resolution 2026-08. The City Council adopted the Fiscal Year 2026 Operating Budget on September 22, 2025. Occasionally, it is necessary to amend the City's budget during the course of the year if the need arises. In Fiscal Year 2025, the Council approved various projects that were not completed at year-end. The main purpose of Budget Amendment 2026-08 is to accurately reflect estimated revenues and appropriations and to include those incomplete projects in the Fiscal Year 2026 budget. She then asked the Deputy City Clerk to read Resolution 2026-08 by title.

Deputy City Clerk Natasha Peacock read Resolution 2026-08 by title:

RESOLUTION: 2026- 8 A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING THE FISCAL YEAR 2026 BUDGET TO MORE ACCURATELY REFLECT REVENUES AND APPROPRIATIONS. THE AMENDMENTS ARE THE RESULT OF VARIOUS PRIOR YEAR PROJECTS NOT COMPLETED, THEREFORE CARRYING FORWARD TO FISCAL YEAR 2026, AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Whitten asked for action.

Motion by Councilmember Hayes and seconded by Mayor Pro Tem Capps to adopt Resolution 2026-08.

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

9.3. Resolution 2026-09 Bond Financing

City Manager, Jessica Leavins presented to council information pertaining to Resolution 2026-09 for Bond Financing stating that staff is requesting Council's approval for the issuance of bonds through the Florida Municipal Loan Council (FMLC) to finance eligible City capital projects. The Florida Municipal Loan Council was created by participating governmental units pursuant to an interlocal agreement and in accordance with Chapter 163, Part I, Florida Statutes, for the purpose of issuing bonds and making loans to participating local governments for qualified projects.

The proposed resolution authorizes a loan in a principal amount not to exceed \$30,000,000. Loan proceeds would be used to finance the construction, acquisition, renovation, and equipping of various capital projects, including, but not limited to, the acquisition of a recreational facility and improvements, fire station #3 renovations, and a new public works facility. She then asked the Deputy City Clerk Natasha Peacock to read Resolution 2026-09 by title.

Deputy City Clerk Natasha Peacock read Resolution 2026-09 by title:

RESOLUTION NO. 2026-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, AUTHORIZING A LOAN IN AN PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000 FROM THE FLORIDA MUNICIPAL LOAN COUNCIL TO FUND THE CONSTRUCTION, ACQUISITION, RENOVATION, AND EQUIPPING OF CERTAIN CAPITAL PROJECTS, INCLUDING, BUT NOT LIMITED TO, RECREATIONAL FACILITY IMPROVEMENTS, FIRE STATION RENOVATIONS, AND PUBLIC WORKS FACILITY IMPROVEMENTS, AS DESCRIBED HEREIN; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE FLORIDA MUNICIPAL LOAN COUNCIL; APPROVING THE FORM OF THE SUMMARY NOTICE OF SALE AND THE OFFICIAL NOTICE OF SALE; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT IN CONNECTION WITH THE FLORIDA MUNICIPAL LOAN COUNCIL REVENUE BONDS, SERIES 2026 (CITY OF CRESTVIEW SERIES); PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE MAKING OF SUCH LOAN; AND PROVIDING AN EFFECTIVE DATE.

Mayor Whitten asked for action.

Motion by Mayor Pro Tem Capps and seconded by Councilmember Hayes to adopt Resolution 2026-09.

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

9.4. Resolution 2026-10 FDOT Easement

Strategic Initiatives Director, Nicholas Schwendt presented information to Council pertaining to Resolution 2026-10. With the development of the Walmart Neighborhood Market on Industrial Drive/Richburg Lane includes the construction of a traffic signal at the intersection of Highway 85 and Richburg Lane. With the construction of the necessary traffic signal at the intersection of Highway 85 and Richburg, FDOT has requested an easement upon approximately 2,179 square feet of the Industrial Drive right-of-way for the construction and maintenance of necessary transportation facilities for the new signal. FDOT requires that the dedication of the easement is supported by a Resolution. This item hereby includes that resolution and the easement document. Mr. Schwendt then asked the Deputy City Clerk to read the Resolution 2026-10 by title.

Deputy City Clerk Natasha Peacock read Resolution 2026-10 by title:
RESOLUTION: 2026- 10 A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA,
APPROVING CONVEYANCE OF A PERPETUAL EASEMENT IN FAVOR OF THE STATE
OF FLORIDA DEPARTMENT OF TRANSPORTATION AS DESCRIBED MORE
SPECIFICALLY HEREIN; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN
EFFECTIVE DATE.

Mayor Whitten asked for action.

Motion by Councilmember Hayes and seconded by Mayor Pro Tem Capps to adopt Resolution 2026-10.

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

10. Action Items

10.1. City Hall Cameras

Nicholas Schwendt, Strategic Initiatives Director (SID) spoke to the Council concerning the cameras at City Hall. The City has historically coordinated facility security camera services through Cox Business Security Solutions. Late last year, Cox Business Security Solutions was purchased by Brinks. The City, over the last three years, has begun migrating away from our leased Cox cameras to an independent system we own. This system not only provides higher-quality video but also is more user-friendly, reducing the amount of staff time required when footage is requested. These cameras were installed and can be serviced by a local vendor and are currently in use at the Bush House, Twin Hills Park, the Library, and the Community Center.

After Brinks acquired Cox Business Security Solutions last year, we experienced a service outage and poor customer service. We were advised there were no service technicians in our area and all service would be provided remotely. During the process of remote troubleshooting, we were advised by Brinks that due to the age of our hardware we would be required to upgrade before our systems would be online again. Due to the importance of restoring security services at City Hall, our previous experience with the vendor proposed herein, and the resulting ease of integration with other camera systems throughout the City, staff is requesting that the purchasing policy requiring 3 quotes for purchases greater than \$7,500.00 be waived for this project.

Additionally, the vendor is requesting that a deposit be made up front, and the additional balance be paid upon completion. Our terms and conditions typically require that payment is made in full upon completion. Staff is requesting the payment-in full to be made at project completion requirement be waived as well to allow efficient completion of this project. This project affects multiple departments to varying degrees. The affected funds and associated breakdown of cost can be found in the financial impact section of this report.

Mayor Whitten asked for comment.

Mayor Pro Tem Capps voiced his support of this action but also voiced his concern for security.

Mayor Whitten asked for action.

Motion by Mayor Pro Tem Capps and seconded by Councilmember Hayes to waive the purchasing policy as described herein.

Roll Call: Ayes: Doug Capps, Shannon Hayes. Nays: Brandon Frost. Two (2) ayes and One (1) nay. Motion carried.

11. City Clerk Report

Deputy City Clerk, Natasha Peacock, informed the Council of upcoming events.

12. City Manager Report

12.1. City Manager Updates

City Manager Jessica Leavins informed the Council of how well the new Christmas activities that the Special Events Coordinator, Melissa Carter, put into action were received in the community. Ms. Leavins then spoke briefly about on the bond and how that funding will have a positive impact on the city. She then ended by informing the Council that there would be a ribbon-cutting ceremony at the newly acquired gym once the floors and certain repairs were completed.

13. Comments from the Mayor and Council

The Mayor asked for any comments from the Council.

Mr. Hayes commented that the Staff and City did a great job in 2025 and he's looking for a greater job in 2026.

Mayor Pro Tem Capps commented on how well the city was decorated for the Christmas season, but did inquire on why certain parts of the downtown area were not decorated and wanted to be sure that for the next Christmas holiday, that would be corrected. He then spoke about the subject of the speed cameras in school zones as to why they have not been in place. Mr. Capps noted that he would like to see that taken care of sooner rather than later. He ended by wishing all a Happy New Year.

Ms. Leavins assured Mayor Pro-Tem Capps that she would inquire with the vendor and get some answers. Concerning the Christmas lights, there is a conference call scheduled to discuss the lighting.

Mayor Whitten informed all that the MLK March will be this Saturday, starting at 9:30 a.m., and concluding at 10 a.m. at the Veterans' Memorial for the speaker.

14. Comments from the Audience

The Mayor asked for any comments from the Public.

Ms. Sandra King, 120 Duggan Ave, Crestview Florida spoke to Council about the Crestview City of Angels homeless program to assist the local homeless with donations, beds clothing and other items. She informed Council that she's giving a helping hand because someone helped her and thanked Council for letting her share what her program is and does.

Ms. Sarah Searfoss of 6260 Old Bethel Road, Crestview Florida, spoke to the Council about the goals she feels that the Council should review and show their support for. Ms. Searfoss then gave her view of how the Council handles agenda items and gave suggestions of how to be in contact with their districts.

Mr. Mitchell of Crestview addressed the Council that RAM is back of giving out free medical, dental and vision assessments. He is now looking for volunteers to help this year medical professionals and regular volunteers.

Ms. Gia DeMario, of Crestview wanted to state her disappointment of not receiving clarification.

Ms. Jillian Harker of 163 Jones Road, Crestview informed Council that Mr. Fred Butts did leave his comment card with her and asked for to give his comment on the Photography Ordinance. Mr. Butts wanted Council to know that he feels the ordinance is a way for the city to tell parents who they can and can not use.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:17 p.m.

Minutes approved this ___ day of ___, 2026.

JB Whitten
Mayor

Natasha S Peacock
City Clerk CMC
Proper Notice having been duly given

City Council Minutes
January 26, 2026
6:00 PM
Council Chambers

1. Call to Order

The Crestview City Council regular meeting was called to order at 6:00 p.m. by Mayor Pro Tem Capps. Council members present: Mayor-Pro Tem Capps and Council members: Dusty Allison, Sylvester Echols. Also present: City Manager Jessica Leavins, City Clerk Natasha Peacock, City Attorney Jonathan Holloway, and various staff members. Mayor JB Whitten, Council member Brandon Frost, and Council member Shannon Hayes was not in attendance for this meeting.

2. Invocation, Pledge of Allegiance

The Invocation and Pledge of Allegiance was led by Pastor Edward Parker of First Church of God In Christ .

3. Open Policy Making and Legislative Session

Mayor Pro Tem Capps declared a quorum was present.

4. Approve Agenda

Mayor Pro Tem Capps called for action to approve the Agenda.

Motion by Council member Allison and seconded by Councilmember Echols to approve the agenda, as presented.

Roll Call: Ayes: Sylvester Echols, Dusty Allison, Doug Capps. All ayes. Motion carried.

5. Presentations and Reports

5.1. City Clerk- Certified Municipal Clerk Pinning Ceremony

Mayor Pro Tem Capps introduced City Clerk Guyer of the city of Gulf Breeze, but in the capacity of the Northwest Florida Director for the Florida Association of City Clerks. Ms. Guyer informed the Council that for Ms. Peacock to earn her Certified Municipal Clerk designation she attended extensive education programs to achieve this goal. Ms. Guyer then presented the certification and pin to Ms. Peacock who was pinned by former Elected City Clerk Elizabeth Roy.

6. Consent Agenda

Mayor Pro Tem Capps called for action to approve the Consent Agenda.

Motion by Councilmember Echols and seconded by Councilmember Allison to approve the Consent Agenda, as presented.

Roll Call: Ayes: Sylvester Echols, Dusty Allison, Doug Capps. All ayes. Motion carried.

6.1. Task Order- Redstone Phase 2 CEI Services

6.2. Utility Interests to FDOT

6.3. ShelterLuv Software

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 2014 Magnolia Creeks Rezoning - Planned Unit Development

City Attorney administered the oath for a public hearing.

Mr. Nicolas Schwendt, Strategic Initiative Department (SIDS) informed Council of pertinent information concerning Ordinance 2014. Staff recieved the initial application for the Magnolia Creeks Phase 3 subdivision Planned Unit Development ("PUD") on October 9th, 2025. All major comments have been addressed, and no substantial changes to the site development plans are expected at this time. The Magnolia Creeks Phase 3 PUD is the third phase of an existing project, Magnolia Creeks Phases 1 and 2, located at the southernmost end of Steeplechase Dr., and north of Interstate I-10. Magnolia Creeks Phases 1 and 2 was approved prior to the adoption of our latest code provisions regarding Planned Unit Developments, and was thereby approved as a PUD without going through the rezoning process. However, the plat was approved by the Planning and Development Board as well as the City Council. The primary reason for the request of this PUD zoning is to allow narrower lots within the subdivision (40-foot minimum instead of the 50-foot minimum required by the Mixed Use zone) and setbacks, requesting 20' front, 5' side and 15' rear setbacks (as opposed to the current Mixed Use Zone, which requires a 7.5' side setback). These lot width and setback changes are consistent with the first portion of the project, Magnolia Creeks Phases 1 and 2. The development scheme proposed herein is consistent with the first two phases of Magnolia Creeks, as well as the other surrounding subdivisions to the northeast. Mr. Schwendt then asked the City Clerk Natash Peacock to read Ordinance 2014 by title.

City Clerk Natasha Peacock read Ordinance 2014 by title:

ORDINANCE: 2014

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 22.27 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE MIXED USE (MU) ZONING DISTRICT TO THE PLANNED UNIT DEVELOPMENT (PUD) 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 Pro Tem Capps asked for any public comments. There none.

Mayor Pro Tem Capps asked for action by Council.

Motion by Councilmember Allison and seconded by Councilmember Echols to adopt Ordinance 2014 on Second Reading and send for signatures.

Roll Call: Ayes: Sylvester Echols, Doug Capps, Dusty Allison. All ayes. Motion carried.

8. Ordinances on First Reading

8.1. Ordinance 2017 Okaloosa Gas Franchise Agreement

Mr. Holloway the City Attorney informed Council of pertitent information pertaining to Ordinance 2017. He stated that Ordinance 1586 was adopted on August 10, 2015, creating and authorizing a natural gas utility franchise within the City, through which Okaloosa Gas District obtained the right to provide natural gas to customers within the City. Since the initial creation of the franchise, the City and Okaloosa Gas District determined that certain provisions of the franchise should be

amended. These changes serve to conform and modernize the franchise terms to industry practices and municipal needs. Additionally, the ordinance serves to extend the term of the franchise for an additional 10 years, beginning on March 1 2026. He then asked the City Clerk to read Ordinance 2017 by title.

City Clerk Natasha Peacock read Ordinance 2017 by title:

ORDINANCE: 2017

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, RELATING TO A NATURAL GAS UTILITY FRANCHISE TO THE OKALOOSA GAS DISTRICT, CREATED UNDER THE LAWS OF THE STATE OF FLORIDA; PROVIDING FOR THE RIGHT, AUTHORITY, EASEMENT AND PRIVILEGE TO INSTALL, OPERATE AND MAINTAIN A NATURAL GAS MANUFACTURING PLANT OR PLANTS, NATURAL GAS TRANSMISSION AND DISTRIBUTION SYSTEM AND SUCH OTHER NECESSARY FACILITIES FOR THE PURPOSE OF PROVIDING NATURAL GAS SERVICES TO ALL CLASSES OF CUSTOMERS WITHIN THE CITY OF CRESTVIEW, FLORIDA; PROVIDING FOR PROVISIONS UPON TERMINATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Pro Tem Capps asked for any comment from Council. He then asked for a motion.

Motion by Council member Echols and seconded by Councilmember Allison to adopt Ordinance 2017 and move Second Reading.

Roll Call: Ayes: Sylvester Echols, Doug Capps, Dusty Allison. All ayes. Motion carried.

9. Resolutions

10. Action Items

10.1. 2026 Trailblazer Award

City Manager Jessica Leavins informed Council that Crestview Animal Services Officer Katie Healey has been selected as a recipient of the 2026 Trailblazer in Animal Welfare Award, a national honor presented by Humane World for Animals and Maddie's Fund. This award is granted to emerging leaders in the animal welfare field to encourage continuing education and professional development. To officially accept the award, the recipient must sign a grant agreement by January 28, 2026. The award provides a full scholarship for the recipient to attend the Animal Care Expo in Pittsburgh, Pennsylvania, from April 7–10, 2026.

Mayor Pro Tem Capps asked for action.

Motion by Councilmember Allison and seconded by Councilmember Echols to authorize acceptance of the 2026 Trailblazer in Animal Welfare Award.

Roll Call: Ayes: Sylvester Echols, Doug Capps, Dusty Allison. All ayes. Motion carried.

11. City Clerk Report

City Clerk Natasha Peacock informed the Council of the upcoming Mardi Gras parade.

12. City Manager Report

12.1. Financial Update - Finance Director

Finance Director, Ms. Toussaint, presented to the Council the monthly financial update. She indicated that the schedule being presented pertained to the fiscal year that ended on December and

that in the agenda packet, there are links provided for all the disbursements that occurred in December

12.2. City Manager Updates

City Manager Jessica Leavins informed Council that in December the city did close on the purchasing of the ROC and we are planning a grand opening for that facility. Currently we are using it for basketball and there will be some minor updates in that facility.

Mayor Pro Tem Capps asked for an update on the Science Center.

Ms. Leavins informed the council that it is still in the works and right now the city is trying to assist the center with getting the building up to code through CRA grants.

13. Comments from the Mayor and Council

Ms. Allison took the time to welcome new Council member Echols to the council.

Mr. Echols thanked the Council for the opportunity to serve.

Mayor Pro Tem Capps also welcomed Mr. Echols to the council and then mentioned events that the public can attend.

14. Comments from the Audience

Mayor Pro Tem Capps then asked for comments from the audience, there were none.

15. Adjournment

Mayor Pro Tem Capps adjourned the meeting at 6:21 p.m.

Minutes approved this ___ day of ___, 2026.

JB Whitten
Mayor

Natasha S Peacock
City Clerk CMC
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: April 13, 2026

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Natasha Peacock, City Clerk
DATE: 04/08/2026
SUBJECT: Approval for the minutes from the Special City Council Meeting on January 20, 2026.

BACKGROUND:

The City Council routinely approves minutes from prior meetings.

DISCUSSION:

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

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

N/A

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the minutes from the Special Meeting on January 20, 2026.

Attachments

1. 01202026 DRAFT City Council Special Meeting Minutes

City Council Minutes
January 20, 2026
4:00 PM
Council Chambers

1. Call to Order

The Special 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 and Council Members: Dusty Allison, Shannon Hayes, and Brandon Frost. Also present were City Manager Jessica Leavins, Deputy City Clerk Natasha Peacock, City Attorney Jonathan Holloway, and various staff members.

2. Pledge of Allegiance

The pledge of allegiance was led by Council member Frost.

3. Approve Agenda

Mayor Whitten called for action to approve the Agenda.

A motion made by Mayor Pro Tem Capps and seconded by Mr. Hayes to approve the current agenda.

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

4. Overview of the Ground Rules

4.1. Council Selection Process

Mayor Whitten explained the process of the special meeting. He stated that this process is to select an individual to fill the vacancy for the Council member of Precinct 2. This seat was vacated in December. According to the city charter, if a vacancy on the Council is caused by death, resignation, refusal of any council member to serve, residency changes, or for any other reason, the vacancy should be filled for the unexpired term by majority vote of the remaining Council. This must be done within thirty (30) days of the vacated seat. The person selected must meet the same qualifications set in the charter, meaning that they must live in the precinct. Mayor Whitten then stated that applications have been received and narrowed to three qualified applicants, who will be interviewed this evening. This will be done in alphabetical order, starting with Mr. Echols, Mr. Rencich, and ending with Mr. Rodriquez. Once the interviews start, we ask the other two candidates to step out of the Council Chamber. Once all the interviews are complete, we will call all the nominees in for public comments, Council discussion, and the voting. To be consistent with interview questions, we will start at the end with Council member Allison.

5. Council Candidate 1

5.1. Precinct 2 Council Candidate 1- Mr. Echols

Mr. Echols gave an introduction,, then proceeded to answer questions asked by council then gave a closing presentation.

6. Council Candidate 2

6.1. Precinct 2 Council Candidate 2- Mr. Rencich

Mr. Rencich gave an introduction, then proceeded to answer questions asked by council then gave a closing presentation.

7. Council Candidate 3

7.1. Precinct 2 Council Candidate 3- Mr. Rodriquez

Mr. Rodriquez gave an introduction,, then proceeded to answer questions asked by council then gave a closing presentation.

8. Council Follow-Up Questions

9. Public Comments

Mayor Whitten asked for public comments, but there were none.

10. Council Discussion

Mayor Whitten opened the floor for Council discussion.

Council ensued in discussion concerning the candidate interviews. Mr. Frost expressed his support for Mr. Echols. Ms. Allison thanked the individuals for their service in the military and commented on how well they interviewed. Mr. Hayes expressed that he was looking for someone interested in the well-being of Crestview and spoke about how each did in their interview. Mayor Pro Tem Capps gave his thoughts. The Mayor gave closing remarks.

11. Selection and Vote for Precinct 2 Councilmember

Mayor Whitten asked Council for action.

A motion was made by Mr. Frost to appoint Mr. Echols to fill the vacancy as the Council person for Precinct 2. Seconded by Ms. Allison.

Roll Call: Brandon Frost, Dusty Allison, Doug Capps, Shannon Hayes. All yeas, motion carried.

The Mayor then called for a recess at 6:

12. Action Items

12.1. City Clerk Interview

Mayor Whitten resumed the Special Meeting at 6:15 p.m.

Mayor Whitten stated that there are three interviews for the appointed position of City Clerk. He then stated that each person would have the opportunity to introduce themselves, answer questions from the council, and give a closing statement. Afterward, the Council will have a chance to discuss and to appoint the next City Clerk.

Mayor Whitten then presented the first interview candidate, Ms. Peacock.

Ms. Peacock gave an introduction of herself, then answered interview questions asked by the Council, and gave a closing statement.

Ms. Ojeda gave an introduction of herself, then answered interview questions given by the Council, and gave a closing statement.

Ms. Krivda gave an introduction of herself, then answered interview questions given by the Council, and gave a closing statement.

Mayor Whitten asked for public comment. There was none. He then opened the floor for the City Council.

The city council members then engaged in a discussion about each interviewee.

Mayor Whitten asked Council for action.

A motion by Mayor Pro Tem Capps to appoint Ms. Natasha Peacock as the City Clerk. Seconded by Mr. Hayes.

Roll Call: Doug Capps, Brandon Frost, Shannon Hayes, Dusty Allison. All ayes, motion carried.

13. Comments from the Mayor and Council

14. Comments from the Audience

Mayor Whitten asked for public comments there were none.

15. Adjournment

Mayor Whitten adjourned the Special Meeting at 8:33 p.m.

Minutes approved this ___ day of ___, 2026.

JB Whitten
Mayor

Natasha S Peacock
City Clerk CMC
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: April 13, 2026

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Dawn Barnes
DATE: 04/09/2026
SUBJECT: Ordinance 2020 Aplin/Brookmeade Rezoning

BACKGROUND:

On February 16, 2026, staff received an application to amend the zoning designation for property located at Aplin Road and Brookmeade Drive.

The subject property is currently located within the city limits of Crestview with a zoning designation of Mixed-Use (MU).

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 April 6, 2026.

DISCUSSION:

The property description is as follows:

Property Owner: GOFF JOINT REVOCABLE TRUST
Parcel ID: 21-3N-23-0000-0017-016F & 21-3N-23-0000-0017-0260
Site Size: 1.57 acres
Current FLU: Mixed-Use (MU)
Current Zoning: Mixed-Use (MU)
Current Land Use: Vacant

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Vacant, Day Care, Multi-Family
East	Mixed-Use (MU), Residential (R)	Mixed-Use (MU), Single and Multi-Family Density Dwelling District (R-3)	Church, Single-Family
South	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single-Family
West	Mixed-Use (MU)	Mixed-Use (MU), Single and Multi-Family Density Dwelling District (R-3)	Townhomes, Single-Family, Vacant

The subject property is currently vacant, and a development application has not been submitted. Based on the requested zoning designation, the property will be developed for residential use.

Staff reviewed the request for rezoning and finds 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 March 16, 2026. The property was posted on March 23, 2026. An advertisement ran in the Crestview News Bulletin on March 26, 2026.

Several residents from the neighborhood attended the Planning and Development Board meeting, expressing concerns regarding the development of the parcels. Their concerns included possible development of multi-family units, the removal of established trees, and wetlands on the properties. One gentleman brought photos (attached) to show the character of the neighborhood and the wetlands on the subject property.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the rezoning request were \$750.00. The cost of advertising was \$212.50.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 2020 to second reading for adoption.

Attachments

1. Exhibits - Aplin & Brookmeade
2. Neighborhood Photos 1
3. Neighborhood Photos 2

ORDINANCE: 2020

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 1.57 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 21, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE MIXED-USE (MU) 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.

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

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Section 166.041, Florida Statutes and Chapter 102, City Code.

SECTION 2 – PROPERTY REZONED. The following described 1.57 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 1.57 acres, more or less, being formerly zoned Mixed-Use (MU), is hereby rezoned to Single and Multi-Family Density Dwelling District (R-3) to wit:

PIN # 21-3N-23-0000-0017-016F

Commence at the point where the West line of the Southwest 1/4 of Section 21, Township 3 North, Range 23 West, Okaloosa County, Florida, intersects with the South Right of Way line of Aplin Road (66.0 feet Right-of-Way) as now exists; thence go North 89 degrees 50 minutes 30 seconds East 175 feet to the South Right-of-Way of Brookmeade Road; thence South 00 degrees 14 minutes 30 seconds West 90.51 feet to the Point of Beginning; thence continue South 00 degrees 14 minutes 30 seconds West 195 feet to the Northwest corner of Lot 24, Block C, South Pointe Estates; thence North 72 degrees East 132.5 feet; thence North 00 degrees 14 minutes 30 seconds West 155.0 feet; thence North 89 degrees 51 minutes 23 seconds West 125.14 feet to the Point of Beginning.

PIN # 21-3N-23-0000-0017-0260

Commence at the Northeast corner of Lot 24, Block C, SOUTH POINTE ESTATES, as recorded in Plat Book 11 Page 85 of the Public Records of Okaloosa County, Florida; thence proceed North 71 deg. 15' 30" East a distance of 60.53 feet to the Point of Beginning; thence continue North 71 deg. 45' 30" East, a distance of 97.59 feet; thence proceed North 49 deg. 40' 40" East a distance of 272.83 feet; thence proceed North 00 deg. 10' 39" East a distance of 40.00 feet to the Southerly right of way line of Aplin Road; thence proceed North 89 deg. 50' 30" West, a distance of 299.78 feet; thence departing said right of way line, proceed South 00 deg. 14'30" West a distance of 247.92 feet to the Point of Beginning of the parcel herein described.

SECTION 3 – MAP UPDATE. The Crestview Zoning Map, current edition, is hereby amended to reflect the above changes concurrent with passage of this ordinance, which is attached hereto.

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

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

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

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

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

SECTION 8 – EFFECTIVE DATE. This ordinance shall be effective immediately.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 27th day of April, 2026.

ATTEST:

Natasha S. Peacock
City Clerk

Approved by me this 27th day of April, 2026.

J. B. Whitten
Mayor

Adopted Zoning



Legend

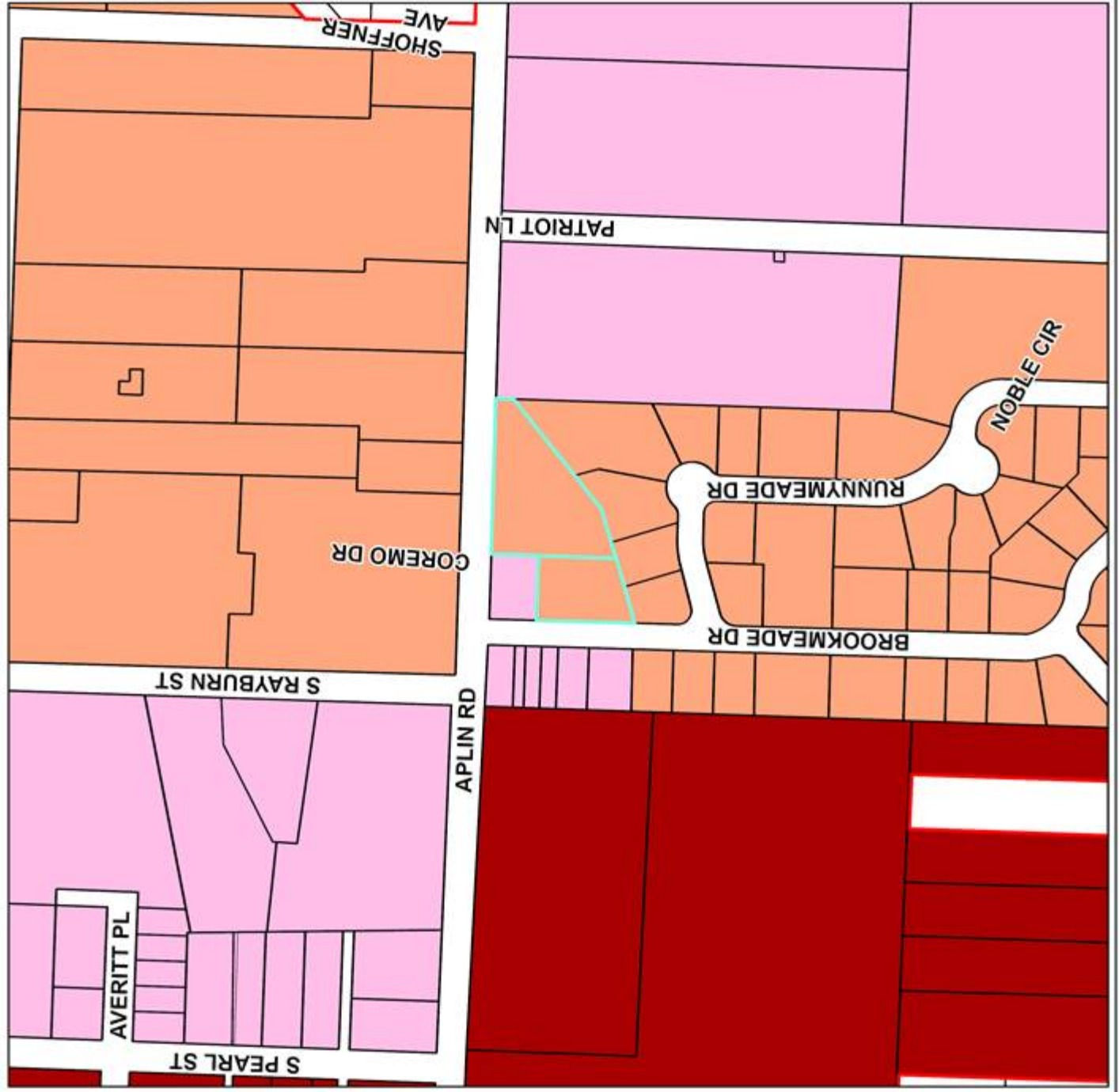
Subject Parcels

City Limits

Zoning

City Zoning

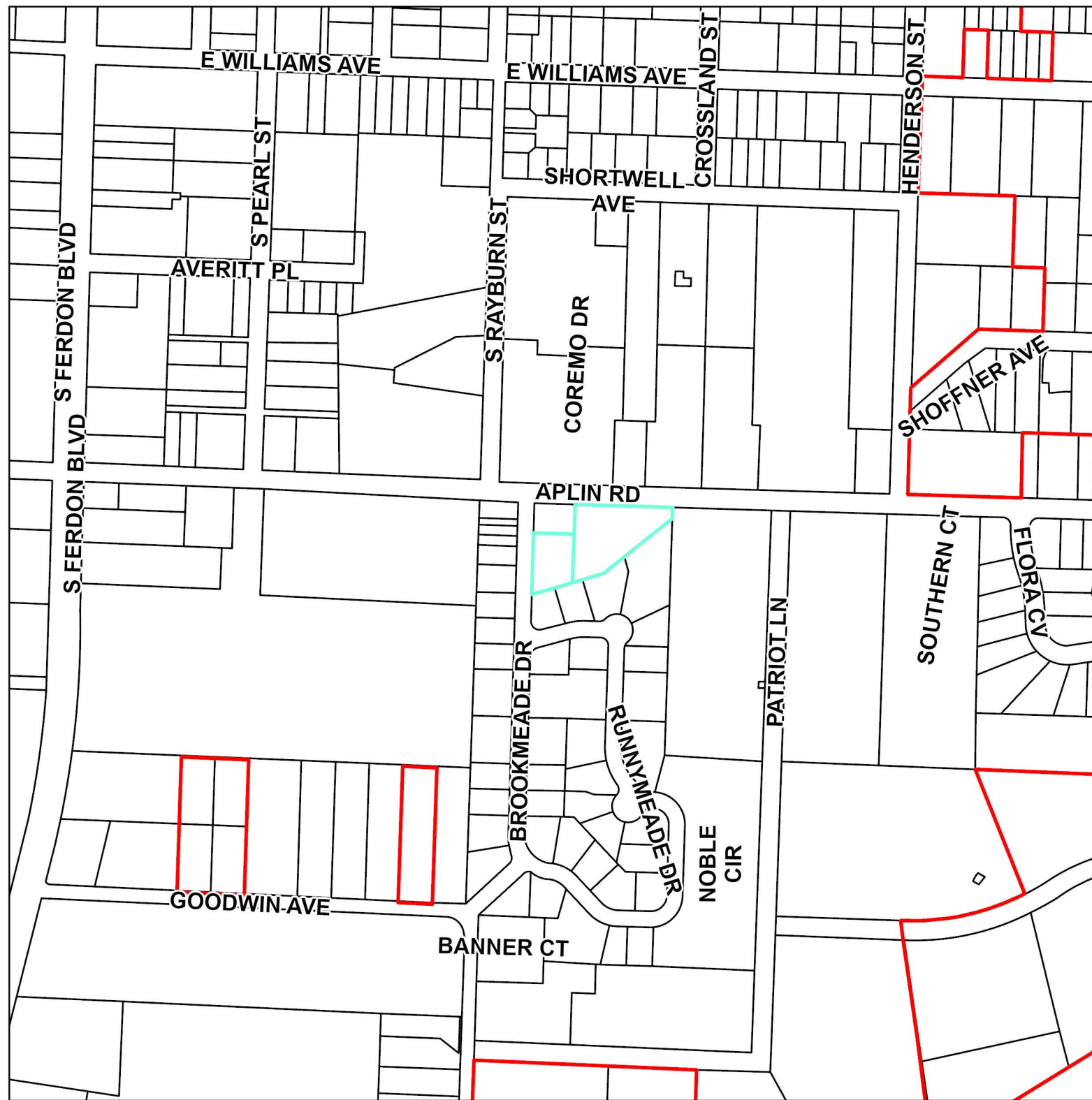
- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)
- Planned Unit Development (PUD)



Vicinity Map



Not to Scale

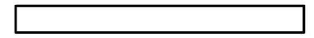


Existing Use

N



0 180 360



Feet

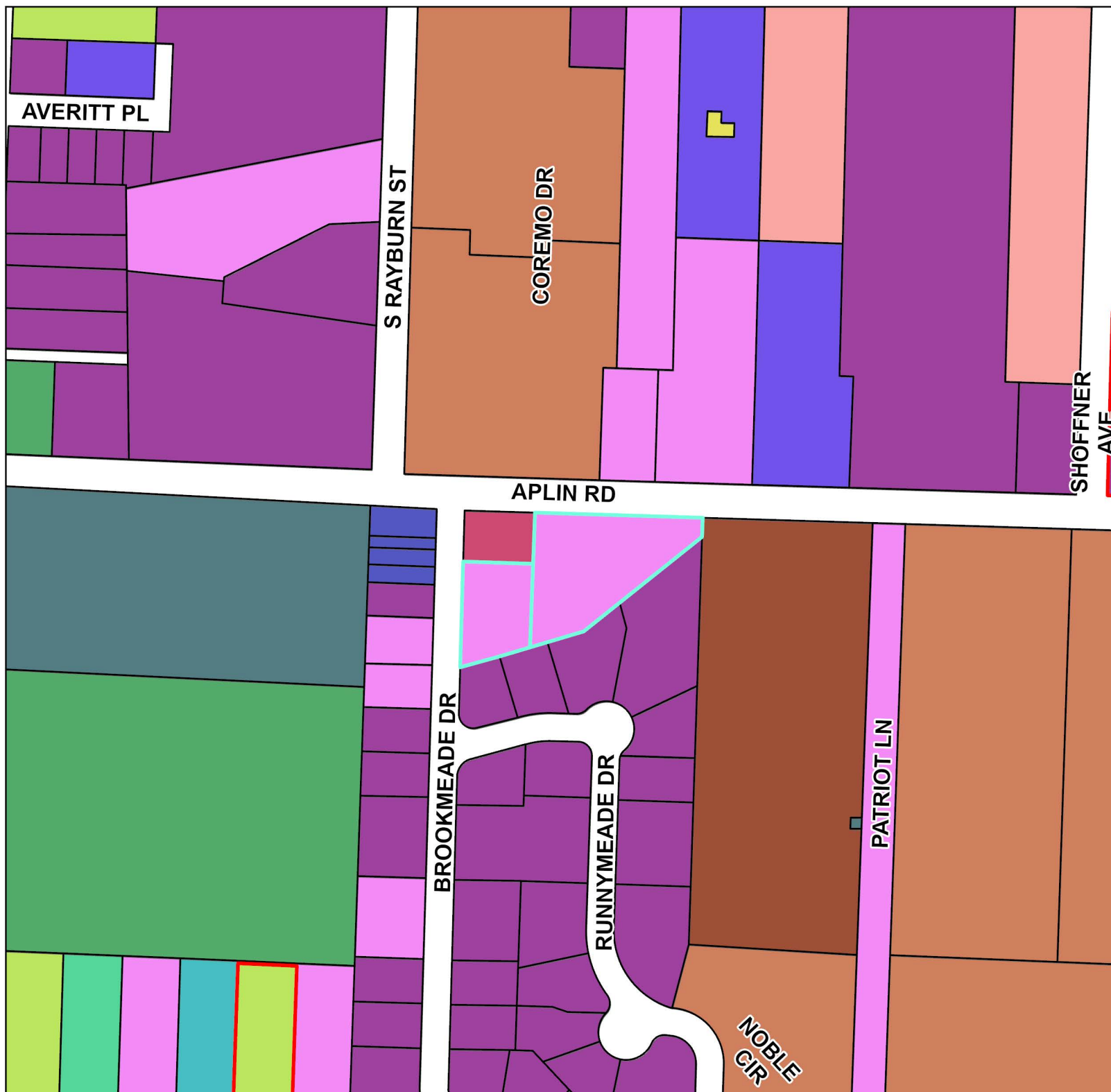
Legend

Subject Parcels

City Limits

Use Description

- CHURCHES
- MFR HOME
- MOBILE HOME
- MULTI-FAMILY
- MUNICIPAL
- OFFICE BUILDINGS
- PRVT SCHL/DAY CARE
- SFR/TOWNHOUSE
- SINGLE FAMILY
- STORAGE/OFFICE
- UTILITIES
- VACANT
- VACANT COMMERCIAL
- WAREHOUSE-STORAGE



Current Zoning

N



0 205 410
Feet

Legend

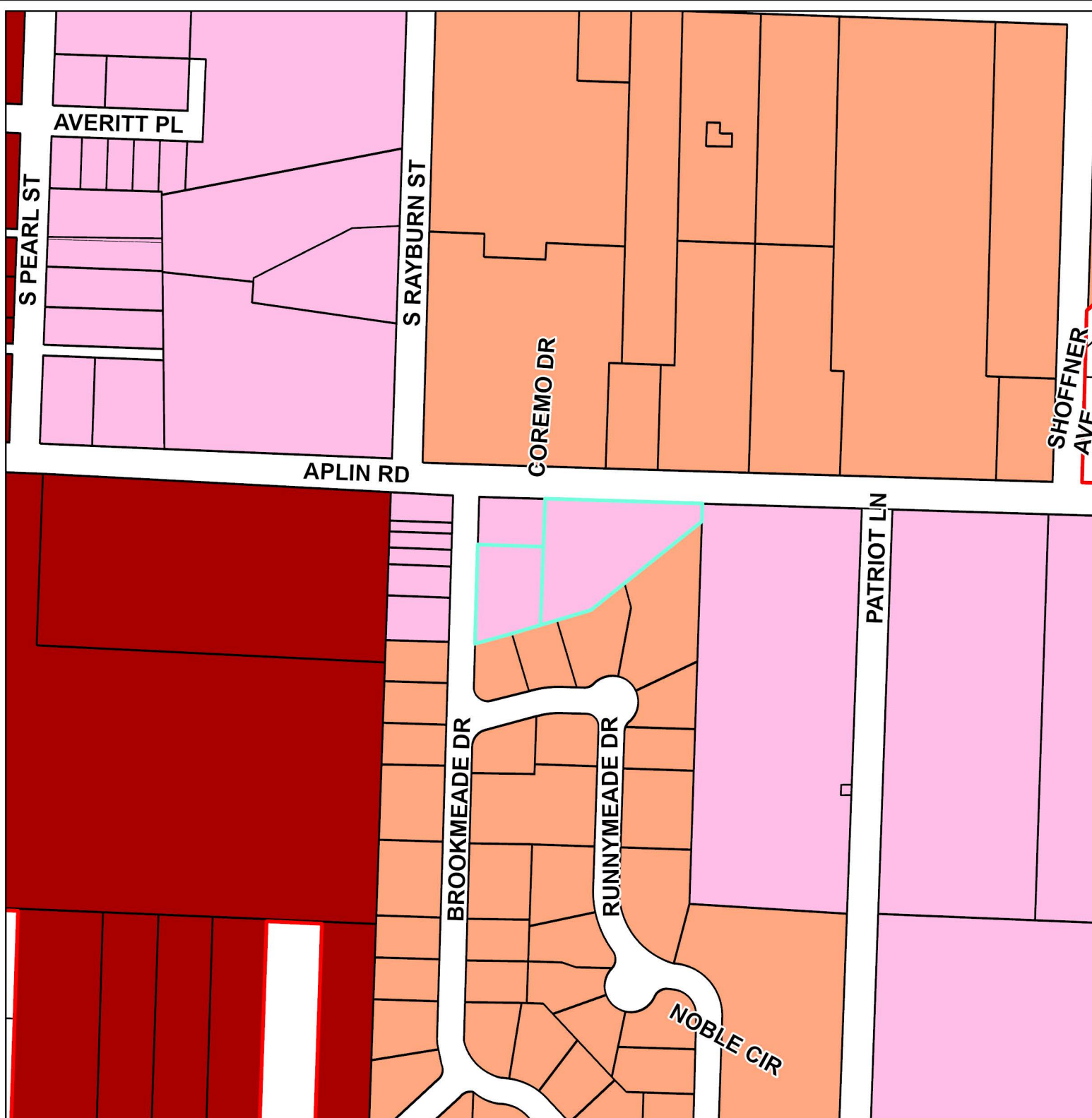
Subject Parcels

City Limits

Zoning

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)
- Planned Unit Development (PUD)



Proposed Zoning

N



0 205 410
Feet

Legend

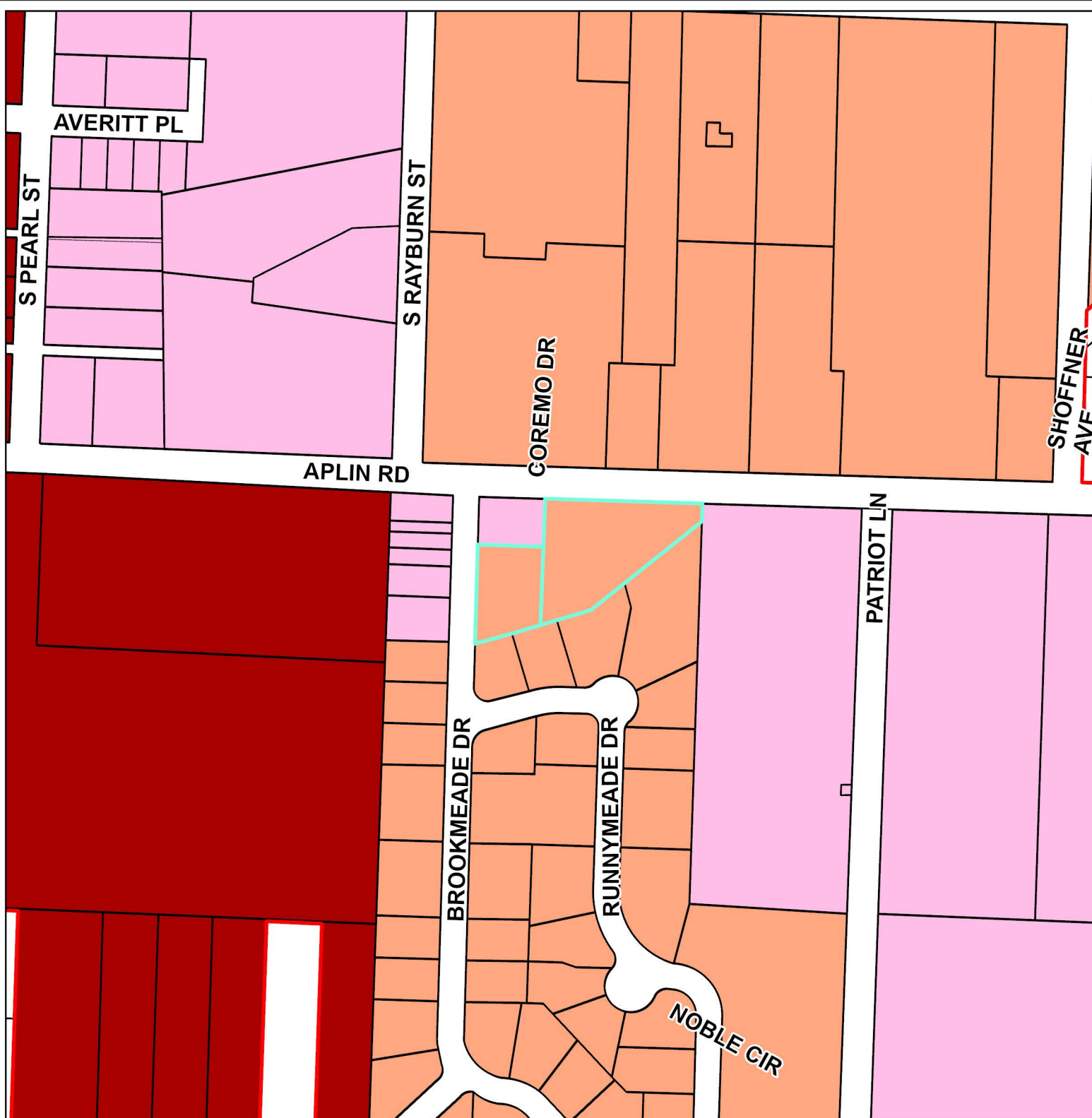
Subject Parcels

City Limits

Zoning

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)
- Planned Unit Development (PUD)

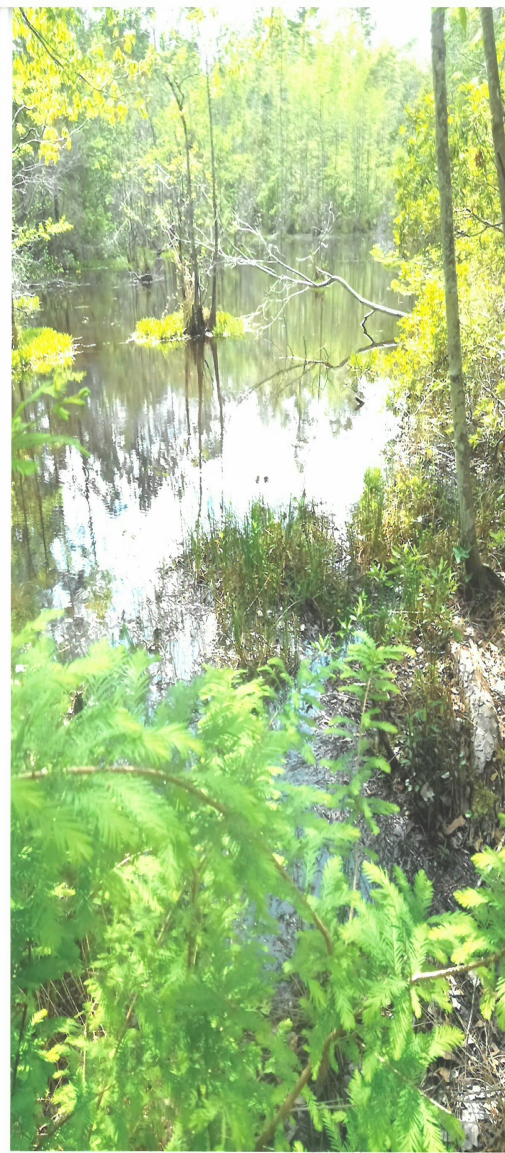




316 Runnymede Dr



322 Runnymede Dr



324 Runnymede Dr



318 Runnymede Dr



110 Brookmeade Dr



314 Runnymede Dr



201 Brookmeade Dr



104 & 108 Brookmeade Dr



Daycare corner of Brookmeade and Alpin



Staff Report

CITY COUNCIL MEETING DATE: April 13, 2026

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Natasha Peacock, City Clerk
DATE: 04/09/2026
SUBJECT: Boards and Commission Appointments

BACKGROUND:

A review of the Boards and Commissions for appointments.

DISCUSSION:**CURRENT PLANNING DEVELOPMENT BOARD MEMBERS:**

All members shall be residents of the city and will be appointed by a majority vote of the City Council. The term of office for each member shall be three years, or until the end of the term in which they were appointed. At this time, there are four members whose terms have expired.

Member	Appointed	Term Expires
Michael Roy	04/2023	03/2026
Mario Werth	04/2023	03/2026
Bryan Follmar	04/2023	03/2026
Larry Medlock	04/2023	03/2026
Robert Bounds	04/2024	04/2027
Joshua Molyneux	03/2026	04/2027

CURRENT POLICE & FIRE PENSION BOARD MEMBERS:

The Board shall consist of five(5) Trustees. Two shall be legal residents of the city, and the Council shall make an appointment. Each Trustee shall serve a period of two (2) years unless replaced by the Council, terminated employment of the City, or vacates their office. Currently, Mrs. Rencich sits on the board and can be reappointed. Mr. Krusenklous has served his term and has decided to step down. The Clerk's office has received an application from Jennifer Brown to serve on the board.

Member	Appointed	Term Expires
April Rencich	08/2024	12/2025
Dan Krusenklous	02/2022	02/2026

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

N/A

RECOMMENDED ACTION

Staff respectfully requests a motion to reappoint the current expired members of the Planning & Development Board and to appoint Ms. Brown to the Police & Fire Pension Board.

Attachments

1. Boards and Commission App

CITIZEN BOARD AND COMMITTEE APPLICATION

NAME: Jennifer A. "Jack" Brown

MAILING ADDRESS: _____

BUSINESS ADDRESS: JB Accounting and Tax Services, LLC

Crestview, FL 32536

PREFERRED PHONE: _____ EMAIL ADDRESS: _____

OCCUPATION: CPA

ARE YOU A CITY OF CRESTVIEW RESIDENT? Yes # YEARS: 16+

Note: Some boards/committees do not require City Residency.

If desired, attach recent snapshot (not required).

Please indicate below the Boards/Committees you might have an interest in serving on, in order of preference. Using a separate page if necessary, state briefly any knowledge or experience that would be relevant to any appointed positions you have an interest in.

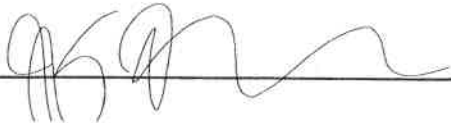
1. City Redevelopment Board

I don't know that I have any specialized experience! I love being part of this city and I am willing to help, and I have admin and accounting experience, and I am great with a spreadsheet if that helps!

2. _____

3. _____

Signature



Date 01/14/2026

Please return completed application to:

Office of the City Clerk

City of Crestview

198 N. Wilson Street

Crestview, FL 32536

or email completed application to elizabethroy@cityofcrestview.org



Staff Report

CITY COUNCIL MEETING DATE: April 13, 2026

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jon Holloway, City Attorney
DATE: 04/09/2026
SUBJECT: Consent to assignment of solid waste and recycling collection franchise agreement

BACKGROUND:

In 2023, following receipt of proposals in a public bid process, the City awarded the solid waste and recycling collection franchise agreement to Adams Sanitation Holding Company, LLC. The agreement was intended to provide uniform and efficient solid waste and recycling collection service within the incorporated areas of the City through a single provider.

The existing agreement remains in force and includes detailed operational requirements concerning residential and commercial collection, carts, complaint response, reporting, billing, insurance, equipment, and performance standards.

DISCUSSION:

Article 18, Section 18.1 of the franchise agreement provides that the agreement is not assignable or transferable without the prior written consent of the City. That same section further provides that, if the City approves an assignment, the City is to receive a lump-sum assignment service charge of \$500,000.00. The agreement defines assignment broadly enough to include a transfer of majority ownership of the franchisee.

Adams Sanitation requested the City's consent to a pending change in majority ownership to EcoSouth Services of Mobile, LLC. The proposed Consent to Assignment provides that the City's approval does not modify the underlying franchise agreement other than replacing Adams Sanitation with EcoSouth Services of Mobile, LLC, that the franchisee's financial strength will not be reduced, and that all required insurance coverages and bonds will retain the same requirements. The proposed consent also provides that the \$500,000 assignment service charge will be paid to the City by wire transfer, and that the original consent will be held in escrow until the City receives that payment.

Okaloosa County received a similar request from Adams Sanitation to approve an assignment of a non-exclusive franchise for commercial collection services. The Board of County Commissioners approved the assignment at its April 7, 2026 meeting.

GOALS & OBJECTIVES

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

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

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

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The City will realize a positive fiscal impact in the amount of \$500,000.00 if the assignment request is approved.

RECOMMENDED ACTION

Staff requests a motion to approve the requested assignment, and authorize the Mayor to execute the Consent to Assignment document.

Attachments

1. Crestview Consent to Assignment of Solid Waste Franchise - Final Version
2. Adams Sanitation_Solid Waste Recycling

CONSENT TO ASSIGNMENT OF SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT

This Consent to Assignment of Solid Waste and Recycling Collection Franchise Agreement (“Consent”) is made and entered into this 13th day of April, 2026, by the City of Crestview, Florida, through its City Council (“City”) and Adams Sanitation Holding Company, LLC (“Franchisee”).

WITNESSETH

WHEREAS, Franchisee entered into the Solid Waste and Recycling Collection Franchise Agreement dated August 14, 2023 with the City (the “Agreement”) and was granted the exclusive right and privilege to collect and dispose of solid waste and recyclable materials within the incorporated limits of the City commencing on October 1, 2023; and

WHEREAS, pursuant to Article 18, Section 18.1 of the Agreement, the Agreement is not assignable or transferable without the prior written consent of the City, and for purposes of the Agreement, an assignment includes (a) a transfer of ownership of a majority of the outstanding stock of the Franchisee, (b) a transfer of all or substantially all of the assets of Franchisee, or (c) a transfer of the Agreement by way of asset purchase, assignment or similar instrument; and

WHEREAS, there is a pending change in majority ownership of Franchisee to EcoSouth Services of Mobile, LLC (the “Transaction”); and

WHEREAS, pursuant to Section 18.1 of the Agreement, if the City approves an assignment, the City shall be paid a lump sum payment of Five Hundred Thousand Dollars (\$500,000.00) as an assignment service charge from the Franchisee or the Franchisee’s surety obligated on the performance and guarantee bond (the “Transaction Payment”); and

WHEREAS, Franchisee requests the City’s consent to assignment of the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties consent to and agree to the following:

1. The above captioned recitals are true and correct.
2. The City consents to Franchisee’s assignment of the Agreement to EcoSouth Services of Mobile, LLC.
3. The City’s consent herein shall in no way constitute a modification of the Agreement.

4. The pending change in majority ownership of Franchisee to EcoSouth Services of Mobile, LLC, an affiliate of EcoWaste Solutions, Inc., will not reduce the Franchisee's financial strength and all insurance coverages and performance bonds required under the Agreement will remain in place.

5. Franchisee agrees to pay (or to cause EcoSouth Services of Mobile, LLC to pay) the Transaction Payment to the City, in exchange for the City's written consent to assignment as set forth in this Consent. Notwithstanding any language in Section 18.1 of the Agreement to the contrary, the City and Franchisee hereby agree that the Transaction Payment shall be disbursed to the City by wire transfer at Closing of the Transaction pursuant to instructions provided by the City. The original of this Consent shall be held in escrow until the Transaction Payment has been received by the City, at which point this Consent shall be automatically released from escrow.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the day and year first written.

**ADAMS SANITATION HOLDING
COMPANY, LLC**

By: _____

Title: _____

Date: _____

CITY OF CRESTVIEW, FLORIDA

J.B. Whitten, Mayor

ATTEST:

Natasha Peacock, City Clerk



SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT

This Solid Waste and Recycling Collection Franchise Agreement (the “Agreement”) is made as of this 14th day of August, 2023, by and between the City of Crestview, Florida (the “City”), and Adams Sanitation Holding Company, LLC (the “Franchisee”), a Florida limited liability company.

WHEREAS, the City received proposals from interested vendors following a public bid process; and

WHEREAS, Franchisee’s proposal was scored highest among the proposals received by the City; and

WHEREAS, uniform and efficient solid waste and recycling collection can best be provided by a single service provider for the incorporated areas of the City.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the parties agree as follows:

1. ARTICLE ONE: DEFINITIONS

The following words and expressions shall, wherever they appear in this Agreement, be construed as follows unless a different meaning is clear from the context. Unless the context otherwise indicates, all words shall include the plural as well as the singular number and the word “person” shall include corporations and associations, including public bodies, as well as natural persons.

“Acceptable Waste” shall mean Solid Waste, including garbage, rubbish, refuse, residue, incidental amounts of household hazardous waste as permitted by the Florida Department of Environmental Protection, and other discarded solid or semi-solid materials resulting from domestic, commercial, industrial, recycling, resource recovery, agricultural and governmental operations. Acceptable Waste also includes Bulk Waste, Recyclable Materials, White Goods and E-Waste. Acceptable Waste shall not include regulated Hazardous Waste, Medical Waste, Biomedical Waste, Biological Waste, and Infectious Waste.

“Agreement” shall mean this Agreement including all attachments and amendments hereto, including Request for Proposals #**23-04-28-PS**, the terms of which are incorporated herein. In the event of conflict, this agreement supersedes the terms of the RFP.

“Biomedical Waste” means any Solid Waste or wastes which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids; and other materials which, in the opinion of the Florida Department of Health, represent a significant risk of infection to persons outside the generating facility.

“Biological Waste” means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

“Council” shall mean the elected Council of the City of Crestview, Florida, which is the governing body of the City.

“Bulk Waste” shall mean any waste that requires additional management due to its bulk or weight and shall include, but is not limited to, household furniture, electronics, bicycles, and White Goods. Bulk Waste does not include any form of matter or debris resulting from tree removal, land clearing, or land development.

“Bulk Waste Residential Collection Service” means the Bulk Waste collection services provided to persons occupying Dwelling Units within the incorporated limits of the City, including Dwelling Units located in mobile home parks who receive collection services at curbside. Construction and Demolition Debris is not included as Bulk Waste.

“Collection” means the process whereby Solid Waste, Bulk Waste, Yard Trash, Recyclable Materials, E-Waste or White Goods is removed and transported to a Designated Facility.

“Commercial Property” means any structure used or constructed for use for business operations, including all retail, professional, wholesale and industrial facilities, manufacturing facilities, non-profit enterprises, governmental/public agencies, and any other commercial enterprises offering goods or services to the public. For purposes of this article, the following are also considered commercial properties: Hotels and motels; apartment complexes of greater than five dwelling units if using a central disposal container; mobile home park of greater than five dwelling units if using a central disposal container; multi-family dwelling units of greater than five units if using a central disposal container; trailer/recreational vehicle parks; businesses and institutions, including but not limited to, manufacturing, industrial, institutional enterprises, and other such similar developed property types.

“Compactor” means any container that has a compaction mechanism whether stationary or mobile, all inclusive.

“Construction and Demolition Debris” “Construction and demolition debris” means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and

demolition debris.

“Contamination” means materials other than Recycling Materials and processing residue that cannot be processed or recovered.

“Contract Year” means the time from October 1, 2023 through September 30, 2024, and each year thereafter.

“CPI” as used herein shall be the revised Consumer Price Index for Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000SEHG), seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

“Curbside” means within five (5) feet of that portion of the street right-of-way paralleling any public thoroughfare between the curb line or edge of pavement and abutting property line. If ditching bisects the property and thoroughfare, the Curbside then becomes the roadside of the ditch. This designated location shall be as near as possible to the traveled streets or alley. The intention of a Curbside designation is to allow Collection by the Franchisee’s personnel in a rapid manner with walking or reaching minimized.

“Curbside Residential Solid Waste Collection Service” means the Solid Waste Collection services provided to persons occupying Single-Family Dwelling Units or Multi-Family Dwelling Units within the designated Franchise Area, including Single-Family Dwelling Units located in mobile home parks who receive Collection services at Curbside.

“Curbside Residential Yard Trash Collection Service” means the Yard Trash Collection services provided to persons occupying Single-Family Dwelling Units within the designated Franchise Area, including Single-Family Dwelling Units located in mobile home parks who receive Collection services at Curbside.

“Designated Facility” means the facility or facilities designated by the City for delivery of Solid Waste, Recycling, Yard Trash, and Bulk Waste collected pursuant to this Agreement.

“Disposal” means the discharge, deposit, injection, dumping, spilling, leaking or placing of any Solid Waste or Hazardous Waste into or upon any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter other lands or be emitted into the air or discharged into any waters, including groundwater, or otherwise enter the environment.

“Dwelling Unit” shall mean any type of structure or building unit with kitchen facilities capable of being utilized for residential living other than a hotel or motel unit, including houses, condominiums, Cityhouses, apartments, efficiency apartments and mobile homes.

“Effective Date” means the date this Agreement becomes effective when executed by the parties.

“Electronics/E-Waste” means computers, monitors, keyboards, mice, terminals, printers, modems, scanners, cell phones, televisions and copiers, and other electronic equipment.

“Environmental Manager” means the City’s Public Services Director or such other person as designated by the City’s City Manager to represent the City in the administration and supervision of this Agreement.

“Excluded Waste” shall mean any and all debris and waste products generated by land clearing, tree removal, building construction, demolition or alteration activities, public works type construction projects whether performed by a governmental entity or by a contractor, yard waste produced by landscape maintenance contractors, materials deemed by the Environmental Manager to be hazardous waste and items not allowed at the Santa Rosa County, Florida landfill, Okaloosa County Transfer Station, or other approved landfill or transfer station.

“Franchise Area” means the specifically described geographic areas exclusively assigned to the Franchisee for the purpose of residential and commercial Solid Waste, Yard Trash, Bulk Waste Collection and Recyclable Materials Collection. For purposes of this agreement, the Franchise Area shall be coterminous with the boundaries of the incorporated limits of City.

“Hazardous Waste” means Solid Waste or a combination of Solid Wastes, (even though it may be part of delivered load of waste), which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste shall include all such waste as defined by the Rules of the Florida Department of Environmental Protection Chapter 62-730 F.A.C., or 40 Code of Federal Regulations 261, or both, as either or both may be amended from time to time and to the extent either or both is applicable to the disposal of waste in Florida. Hazardous Waste is not intended to include de minimus amounts of household hazardous wastes as defined by F.A.C. 62-701.100.

“Hotel or Motel” shall mean a structure or building capable of being utilized for residential living where such unit or group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. “Transient” has the meaning as defined in Chapter 509, Florida Statutes, or its successor law.

“Household Furniture” means all movable compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.

“Infectious Waste” means those wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

“Multi-Family Dwelling Unit” shall mean Dwelling Units containing two (2) or more individual Dwelling Units under one common roof.

“Performance Bond” shall mean the form of security approved by the City and furnished by the Franchisee, as a guarantee for Franchisee’s performance hereunder.

“Recyclable Materials” means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable materials shall include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, and paperboard), aluminum cans, plastic containers and bottles marked with SP codes 1-7, glass bottles and jars, tin and ferrous cans, and other Solid Waste materials added upon agreement between the City and the Franchisee, when such materials have been either diverted from the remaining Solid Waste stream or removed prior to their entry into the remaining Solid Waste stream.

“Recycling Cart” means a wheeled container intended for automated or semi-automated collection of recyclable materials, which is a type approved by the City and has a capacity of at least 95-gallons with an attached, tight-fitting lid. Carts will be approved by the City prior to use.

“Recycling Facility” means the facility located at any facility accepting Recyclable Materials to which Recyclable Materials from the City are being delivered for processing or transfer to a processing facility.

“Residential Recyclable Materials Collection Service” means the Recyclable Materials Collection services, if any, provided to persons occupying Single-Family Dwelling Units, including Single-Family Dwelling Units located in mobile home parks who receive Collection services at Curbside, and Multi-Family Dwelling Units within the designated Franchise Area.

“Residential Unit” shall mean one single-family dwelling unit or a multi-family dwelling unit.

“Single-Family Dwelling Unit” shall mean Dwelling Units, including single-family residences, or any building or structure containing fewer than two individual Dwelling Units under one common roof. Recreational vehicles not located in recreational vehicle parks and mobile homes shall be considered Single-Family Dwelling Units for the purposes of this Agreement.

“Solid Waste” means garbage, rubbish, refuse, trash, or other similar discarded material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. It excludes Yard Trash, and Recyclable Materials.

“Solid Waste Cart” means a wheeled container intended for automated or semi-automated solid waste collection, which is a type approved by the City and has a capacity of 95 gallons with an attached, tight-fitting lid. Carts will be approved by the City prior to use.

White Goods” means discarded washers, dryers, refrigerators, ranges, microwave ovens, water heaters, freezers, small air conditioning units, and other similar domestic large appliances.

“Yard Trash” means vegetative matter resulting from landscaping maintenance, including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaf rakings, palm fronds, small tree branches, bushes or shrubs, green leaf cuttings, fruits, or other matter usually created as refuse in the care of lawns and yards.

Franchisee shall inform the customer if items such as tree limbs, tree trunks, etc., exceeding six (6) feet in length and/or the item's diameter is greater than four (4) inches are not eligible for collection, and provide the appropriate remedy to the customer. The total amount collected each week is not to exceed two (2) total cubic yards per customer. Yard Trash shall exclude large branches, trees, or bulky or non-containerized material not susceptible to normal loading and Collection in loader packer type sanitation equipment used for regular Collections from domestic households. Yard Trash shall also exclude treated wood or any form of matter or debris resulting from tree removal, land clearing, land development, building demolition, home improvement, or waste generated by tree surgeons or professional landscapers or landscape maintenance companies.

2 ARTICLE TWO: EXCLUSIVE FRANCHISE

2.1 FRANCHISE AREA

The Council hereby grants Franchisee the right, privilege, easement and exclusive franchise to provide collection service for Solid Waste, Yard Trash, Bulk Waste, E-Waste and Recyclable Materials to all Dwelling Units and Commercial Properties within the Franchise Area. Such right, privilege, easement and exclusive franchise shall not extend to the Collection of Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Infectious Waste, and Items for Special Pickup. The service right shall be exclusive of all other entities. The Franchise Area shall consist of the entire incorporated limits of the City of Crestview, Florida as may hereafter be expanded or altered by annexation or otherwise.

2.2 EFFECTIVE DATE AND COMMENCEMENT DATE

This Agreement shall become effective when executed by both parties. The Service Commencement Date of service shall be October 1, 2023.

2.3 TERM

The term of this Agreement shall commence on October 1, 2023, and end on September 30, 2028. There is one, five (5) year renewal option that may be exercised with the mutual agreement of the City and Franchisee, which shall occur, if at all, not later than February 1, 2028.

3 ARTICLE THREE: COLLECTION SERVICES

3.1 CURBSIDE RESIDENTIAL SOLID WASTE COLLECTION SERVICE

- 3.1.1 Frequency of Collection: The Franchisee shall collect all Solid Waste from Residential Units within the Franchise Area twice per week. Franchisee shall notify all residential accounts under this contract of the schedule (i.e., collection days, description of collection services, etc.) as approved by the City. Such notification will consist of a City-approved brochure to be mailed to all residents and businesses prior to September 1, 2023, at Franchisee's cost.
- 3.1.2 Point of Pickup of Solid Waste: The Franchisee shall be required to pick up all Solid Waste generated from Dwelling Units which has been placed in a solid waste cart and placed Curbside or at such other single Collection point as may be agreed upon by the Franchisee and the customer. In the event an

appropriate location cannot be agreed upon, the Environmental Manager shall designate the location. The Franchisee shall provide this service, without additional charge, at the rear or side of the residence for qualified handicapped persons. Application for such handicap services shall be made by the customer providing to the Franchisee, on a form approved by the City, proof of handicap status as required by Section 320.0848 (1)(b), Florida Statutes, and certifying that no able-bodied person over the age of 18 resides in the household.

- 3.1.3 Method of Collection: The Franchisee shall provide Curbside Collection for all Dwelling Units. The customer will place Solid Waste in the Solid Waste Cart and place it Curbside. The Franchisee will place the empty Solid Waste Cart Curbside, provided that Franchisee shall not be required to empty carts which are overloaded such that the weight of the cart and solid waste exceeds 200lbs. Franchisee shall also collect small household items that individually do not exceed 50 pounds in weight placed next to the Cart at the Curbside provided said items otherwise meet the definition of acceptable Solid Waste.
- 3.1.4 Additional Containers: Should the customer require or request an additional Solid Waste Cart, the Franchisee will provide and service the container in accordance with the rates presented in Exhibit "A".

3.2 CURBSIDE RESIDENTIAL YARD TRASH COLLECTION SERVICE

- 3.2.1 Frequency of Collection: The Franchisee shall collect Yard Trash from Residential Units within the Franchise Area once per week. Franchisee shall, prior to September 1 of each year, after approval by the City, publish the Yard Trash pick-up schedule for the following year.
- 3.2.2 Point of Pickup of Yard Trash: Collection of Yard Trash shall be at Curbside or other such locations as will provide ready accessibility to the Franchisee's collection crew and vehicle and agreed to by Franchisee and customer. In the event an appropriate location cannot be agreed upon, the Environmental Manager shall designate the location.
- 3.2.3 Preparation of Yard Trash for Collection: The Franchisee shall pick up all Yard Trash generated from Residential Units which has been properly prepared and stored for Collection as follows: Customers are responsible for separating Yard Trash from all other Solid Wastes, Bulk Waste and Recyclable Materials. Grass clippings, leaves, pine needles, trimmings and other such materials must be bagged and placed at the curbside. Yard Trash shall be bagged as per above or placed in bundles of less than 50 pounds each. Items such as tree limbs, palm fronds, etc., shall be cut in lengths of no greater than six feet, with individual limbs having a diameter of not more than four inches.

3.3 RESIDENTIAL RECYCLABLE MATERIALS COLLECTION SERVICE

- 3.3.1 Frequency of Collection for Residential Units: The Franchisee shall collect all Recyclable Materials from participating Residential Units within the Franchise Area once per week.
- 3.3.2 Point of Pickup of Recyclable Material Residential Units: Collection of Recyclable Material shall be at Curbside or other such locations as will provide ready accessibility to the Franchisee's collection crew and vehicle as agreed to by Franchisee and customer. In the event an appropriate location cannot be agreed upon, the Environmental Manager shall designate the location. The Franchisee shall provide this service, without additional charge, at the side of the residence and visible from the street for qualified handicapped persons. Application for such handicap services shall be made by the customer providing to the Franchisee, on a form approved by the City, proof of handicap status as required by Section 320.0848 (1)(b), Florida Statutes and certifying that no able-bodied person over the age of eighteen (18) resides in the household.

- 3.3.3 Cart Delivery: Prior to the Service Commencement Date, Franchisee shall deliver to the customer a 95-gallon recycling Cart which shall have a yellow lid so as to identify the Cart as a recycling cart. The Franchisee will provide the customer with educational literature describing program recyclable materials, proper cart set out, day of service and steps to reduce contamination.
- 3.3.4 Preparation of Recyclable Material for Collection: The Franchisee shall pick up all Recyclable Materials generated from participating Residential Units which have been properly prepared and stored for Collection as follows: Residents are responsible for separating Recyclable Materials from all other Solid Wastes, Yard Trash and Bulk Wastes. Recyclable Materials to be collected by the Franchisee include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, and paperboard), aluminum cans, plastic containers and bottles marked with SP codes 1-7, glass bottles and jars, and tin and ferrous cans. The City may add additional material types for Collection, with the approval of the Franchisee. Recyclable Materials shall be placed in Recycling Carts.
- 3.3.5 Method of Collection: Recycling Carts shall be handled carefully by the Franchisee, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of Collection.
- 3.3.6 Suspension of Recycling Services: The Franchisee shall have the right, and the City may direct, to suspend or cancel recycling services to Residential Units upon completion of the following steps:
- a) First Notice: The Franchisee or City shall notify the customer per the provisions of 3.8.1 if non-recyclable materials are greater than 20% of the cart contents.
 - b) Second Notice: The Franchisee or City shall again notice the customer followed by verbal contact to explain proper recycling materials and removal of contamination and provide educational literature as to the same.
 - c) Third Notice: The Franchisee or City shall notice the customer with a notification of cancellation of service and Franchisee shall thereafter remove the recycling Cart.
- 3.3.7 Reinstatement: The customer may request reinstatement of Recycling Services no sooner than six months after cancelation of service.
- 3.3.8 Suspension by City: In the event the City directs the suspension of recycling services, the FRANCHISEE shall suspend collection of recyclable materials as well as suspend service charges for recyclable material collection. Upon direction to reinstate recycling services by the City, the Franchisee will resume all operations.

3.4 COMMERCIAL RECYCLING SERVICES GENERALLY

- 3.4.1 Commercial recycling services are provided as "Open-Market". Commercial and industrial establishments may contract with Franchisee for recyclable material collection independent of this Agreement. Franchisee must be able to provide commercial recycling services as an option to commercial customers.

3.5 BULK WASTE RESIDENTIAL COLLECTION SERVICE

- 3.5.1 Frequency of Collection: The Franchisee shall collect Bulk Waste from Residential Units within the Franchise Area. Such collection shall be limited to Bulk Waste generated at the said Residential Unit. It shall be the responsibility of the route driver to note Bulk Waste for pick up and immediately notify Franchisee's dispatch and/or supervisor. Franchisee shall remove residential Bulk Waste within 72 hours of notification once per quarter at no additional charge. Collections shall be limited to four cubic yards of material per collection. Franchisee shall provide a mechanism for notification and tracking of

all bulk pick-up as well as a method for charging and collecting for additional bulk collections that exceed the frequency and quantity limitations herein

- 3.5.2 Point of Pickup of Bulk Waste: Collection of Bulk Waste shall be at Curbside or other such locations as will provide ready accessibility to the Franchisee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Environmental Manager shall designate the location.
- 3.5.3 Method of Collection: Franchisee shall collect Bulk Waste in a manner that allows separation of White Goods, E-Waste, and other recyclables, as identified by the City.

3.6 ADDITION OF NEW RESIDENTIAL CUSTOMERS

- 3.6.1 Residential Customers: Franchisee's on-site customer service agent located at City Hall shall have primary responsibility to collect the name of the customer or primary account contact, service address, customer primary and, if available, secondary telephone number and email address. The City and Franchisee shall cooperate with each other to ensure that new City utility customers are enrolled in Franchisee's residential solid waste service.
 - a) Delivery of Carts: Franchisee shall provide carts and commence Collection services to new residential customers within five calendar days of notification of the establishment of the new account.

3.7 NON-COLLECTION NOTICE

- 3.7.1 Out of Spec Material: The Franchisee is not required to collect Solid Waste, Yard Trash, Bulk Waste or Recyclable Materials that have not been placed out for Collection in accordance with the provisions of this Agreement and any amendments thereto.
- 3.7.2 Notice to Customer: If not collected, Franchisee shall immediately place a notice on the cart, bin or waste explaining why the material was not collected. The design and content of the non-collection notice used by the Franchisee shall be subject to the approval of the Environmental Manager. At a minimum, the notice shall provide the following information regarding the non-collection event: date, reason for non-collection, information that will allow the customer to correct the problem for future Collections, and a local customer service telephone number for questions.

3.8 MIXING OF LOADS

- 3.8.1 Mixing Prohibited: The Franchisee shall collect Solid Waste, Yard Trash, and Recyclable Materials separate from each unless allowed by written approval of the Environmental Manager, except that White Goods and E-waste may be co-mingled with each other. White Goods and E-waste may not be combined with any other material.

3.9 SOLID WASTE CARTS, AND RECYCLING CARTS

- 3.9.1 Provision of Solid Waste Carts and Recycling Carts: The Franchisee, at its own expense, is responsible for providing each Single-Family Dwelling Unit with one Solid Waste Cart and one Recycling Cart.
- 3.9.2 Franchisee shall initially distribute 95-gallon recycle and trash carts to every household. Franchisee shall thereafter provide 65-gallon carts to all customers who request the smaller cart size for ease of handling. Distribution of said 65-gallon carts shall occur between 60 and 90 days after the contract commencement date and shall be at no additional charge to customers.
- 3.9.3 Maintenance and Replacement of Carts: The Franchisee is responsible for maintenance and repair of all supplied carts. The Franchisee, at its own expense, shall repair or replace damaged, destroyed or

stolen carts within five working days of when notified by the City or customer. Franchisee shall have the right to charge customers for the repair or replacement of carts if the repair or replacement is necessary due to an intentional or negligent act of the customer.

- 3.9.4 Additional Carts: Franchisee shall provide additional Solid Waste Carts or Recycling to customers upon request, for an additional fee as listed on Exhibit "B."
 - 3.9.5 Inventory of Carts: The Franchisee shall maintain an adequate supply of Solid Waste Carts and Recycling Carts and parts to repair or replace such Carts in accordance with this Agreement.
 - 3.9.6 Design and Labeling: All hot-stamp, label text and designs for Solid Waste Carts and Recycling Carts must be approved by the Environmental Manager prior to ordering and use.
 - 3.9.7 Ownership: Franchisee shall retain ownership of Solid Waste Carts and Recycling Carts provided by the Franchisee.
- 3.10 VACANT LOTS
- 3.10.1 The Franchisee shall not be responsible for the Collection of Solid Waste, Yard Trash, Recyclable Materials or Bulk Waste on vacant lots.

4 ARTICLE FOUR: TITLE TO WASTE AND RECYCLABLE MATERIALS

- 4.1 The Franchisee shall have title to all Solid Waste, Yard Trash, Bulk Waste, White Goods, and E- Waste, and Recyclable Materials upon collection.

5 ARTICLE FIVE: FRANCHISEE'S CUSTOMER SERVICE AGENT & BUSINESS OFFICE

- 5.1 Franchisee shall maintain a customer service agent in the City's City Hall, at a location specified by the City, during the City's normal business hours. In addition, Franchisee shall establish and maintain an office within the city limits of the City or provide an effective mechanism where service requests and complaints can be made when City Hall is closed. The office or alternative customer service system be accessible to all residents and sufficiently staffed Monday through Friday 8:00 a.m. – 5:00 p.m. with a mechanism to report issues 24 hours a day. Franchisee shall also have an after-hours and emergency telephone number available to the City.

6 ARTICLE SIX: COLLECTION ROUTES AND SCHEDULES

6.1 SINGLE FAMILY COLLECTION

- 6.1.1 Single Family Collection Routes: the Franchisee shall provide the Environmental Manager, in a format acceptable to the Environmental Manager, the schedules for all Collection routes and keep such information current at all times.
- 6.1.2 Route Changes: In the event of a permanent change in routes or schedules that will alter the day of pick-up, the Franchisee shall notify the City in writing at least 30 days prior to such change. The Franchisee shall notify all affected customers in writing or other manner approved by the Environmental Manager not less than 14 days prior to the change.
- 6.1.3 Standard Hours of Collection: All Collections shall begin no earlier than 6:00 a.m., and shall cease no later than 7:00 p.m., Monday through Saturday. No Collection shall occur on Sundays or holidays, as defined herein, except in a time of emergency.

- 6.1.4 Emergency Hours: In the case of an emergency, Collection may be permitted at times not allowed by this paragraph, provided the Franchisee has received prior approval from the Environmental Manager in a written memorandum or e-mail confirming the approval. Should the Franchisee not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Franchisee had not obtained such approval.
- 6.1.5 Holiday Schedule: The Franchisee will not provide service on the following holidays: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If the regular Collection Day for any Solid Waste, Yard Trash, Bulk Trash or Recycling route(s) falls on any of the aforementioned holidays, the Franchisee shall collect such route on the following day and all other scheduled collections for the remainder of the collection week will be shifted one day. Friday collections on a holiday week will be collected on the following Saturday. Should circumstances require an alternate schedule adjustment to accommodate a holiday, written approval will be obtained from the Environmental Manager in advance. The Franchisee shall notify all affected customers of the holiday schedule at least two weeks prior to the holiday.

6.2 COMMERCIAL COLLECTION

- 6.2.1 Commercial Collection Routes: The Franchisee shall provide the Environmental Manager, in a format acceptable to the Environmental Manager, the approximate schedules for all Commercial Collection routes and keep such information current to the extent practicable. Franchisee shall be permitted to collect Commercial accounts incidental to operation of Franchisee's residential routes.
- 6.2.2 Standard Hours of Collection: Commercial Accounts may be serviced between the hours of 3:00am and 7:00pm provided that any noise or associated disruption from collection is not disruptive within in any residential area of the City outside of the hours established in paragraph 6.1.3 above. The Environmental Manager shall have the authority to prohibit collections at any commercial location outside of the hours established in paragraph 6.1.3 above as a result of a noise complaint or concern in the discretion of the Environmental Manager.
- 6.2.3 Commercial customers shall have the right to request an extra pick-up when deemed necessary by the commercial customer. Franchisee shall provide the extra pickup within 24 hours of the request. The City shall compensate Franchisee at a flat rate charge based on the size of the commercial customer's container, as set forth in Exhibit A. Franchisee is responsible for tracking and notifying the City of additional pickups to ensure billing and collection by the City. It shall be the responsibility of Franchisee to ensure that each commercial customer has the appropriately sized container and is billed accordingly.
- 6.2.4 Commercial collections shall be limited to materials placed in the provided commercial dumpsters only. Franchisee shall provide a method for commercial customers to request the removal of bulk materials and provide a method of charging and collecting for said services.

6.3 COLLECTION FROM CITY-OWNED OR CONTROLLED FACILITIES

- 6.3.1 Franchisee shall empty all refuse containers used by any of the areas or properties that are City owned, leased, rented and/or controlled by the City. The collection of these containers shall be at thirty-five percent (35%) of the established rate for commercial customers less the established franchise fee. The schedule of service may be amended during the term of the contract upon the direction of the City. The City shall have the right to use regular commercial type dumpsters or carts consistent with commercial hand pick-up as outlined in the above sections. The current list of City facilities and the container and

collection schedule is listed below. The City shall have the right to add or delete facilities requiring service as often as necessary.

FACILITY NAME	ADDRESS	SIZE	# P-UPS/WK
FIRE STATION 1 (CITY HALL)	198 N. WILSON ST.	6-YD	2
FIRE STATION 2	2106 PJ ADAMS PKWY	4-YD	2
FIRE STATION 3	585 BROOKMEADE DR.	4-YD	2
POLICE DEPARTMENT	201 STILLWELL BLVD.	6-YD	2
PUBLIC SERVICES (FRONT)	715 N. FERDON BLVD.	6-YD	2
PUBLIC SERVICES (REAR)	715 N. FERDON BLVD.	6-YD	2
PUBLIC SERVICES	715 N. FERDON BLVD.	30-YD	1
PUBLIC SERVICES	715 N. FERDON BLVD.	20-YD	1
COMMUNITY CENTER	1446 COMMERCE DR.	6-YD	2
SPANISH TRAIL PARK	205 STILLWELL BLVD.	6-YD	2
TWIN HILLS PARK	100 HATHAWAY ST. S	6-YD	2
LIBRARY	1445 COMMERCE DR.	6-YD;	2
LIBRARY	1445 COMMERCE DR.	RECYCLE BIN	2
BLACKWATER GOLF COURSE	4927 ANTIOCH RD.	6-YD	3
BROOKMEADE PARK	581 BROOKMEADE DR.	6-YD	2
DURRELL LEE FIELD	1898 1 ST AVE.	6-YD	2
ALLEN PARK	895 MCCLELLAND ST.	95-GAL. CART	2
Bush House		95-Gal C	2
Fire Training Tower		4yd	2
Environmental Center		95 Gal CART	2
Northview Park		4yd	2

6.3.2 Franchisee shall place a container at the City's Public Services facility for the collection of used tires. The City disposes of approximately 200 tires per year.

6.3.3 Franchisee shall be responsible for the collection of large items deposited on City Rights-of-Way (white

goods, furniture, car pieces, etc.) by the end of the third business day after notification. Such materials which are not associated with an active service address or are out of specification shall be credited to Franchisee against the franchise fee at a rate of \$54 (subject to future escalation as provided for herein) per location with a maximum of two cubic yards of waste. Any additional large items in excess of two cubic yards shall be negotiated on a per-incident basis. Provided however, that Franchisee shall not be required to collect any hazardous, infectious, biomedical or biological wastes.

- 6.3.4 Anytime civic groups conduct clean-up events for parks, neighborhoods, ditches/streets, creeks, rivers, etc., Franchisee agrees to pickup said refuse at no charge provided those items of refuse that are capable of being placed in garbage bags are properly packaged for collection. The City will attempt to provide Franchisee with ten (10) days' notice of the date the cleaning will occur, but Franchisee will always have at least 48 hours' notice prior to actual pickup. Franchisee shall coordinate with the City for these events. Adams shall receive a credit against the franchise fee for the actual verified costs of disposal.
- 6.3.5 Franchisee will provide roll-off dumpsters for the City's annual Spring Clean-Up at no cost to the City. These dumpsters will be located at up to three (3) designated locations throughout the City. The City will attempt to provide Franchisee with fourteen (14) days' notice of the date the cleaning will occur, but Franchisee will always have at least 48 hours' notice prior to actual pickup. Franchisee shall coordinate with the City. Each of these dumpsters will be emptied daily, or as needed during the event. Adams shall receive a credit against the franchise fee for the actual verified costs of disposal.

7 ARTICLE SEVEN: COLLECTION EQUIPMENT

- 7.1 General Requirements: The Franchisee shall have on hand at all times and in good working order such equipment as shall permit the Franchisee to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of Solid Waste Collection and Disposal equipment. Equipment shall be of the enclosed loader packer type and all equipment shall be kept in good repair, appearance and in a sanitary and clean condition at all times. All truck bodies used in the collection of Solid Waste shall be watertight to a depth sufficient to prevent discharge of accumulated water during loading and transport operations under normal conditions, with solid metal sides, and covered metal top.
- 7.2 Equipment List: Upon execution of this Agreement, and annually thereafter, the Franchisee shall provide in a format specified by the Environmental Manager, a list of Collection vehicles used by the Franchisee to provide services relating to this Agreement.
- 7.3 Reserve Equipment: The Franchisee shall have available reserve equipment, which can be put into service within two hours of any breakdown. Such reserve equipment shall be of sufficient size and capacity to perform the contractual duties.
- 7.4 Safety and Environmental Equipment: All vehicles used to provide Collection under this Agreement shall be equipped with safety equipment including a fire extinguisher, a shovel and broom, a hydraulic/oil spill kit that includes oil dry and boom, and an audible backup warning device as required by the Department of Transportation. All vehicles used for Collection of White Goods under this Agreement shall be equipped with appropriate ancillary equipment so as to avoid breakage of freon lines during Collection.
- 7.5 Right to Inspect: The Franchisee shall permit the City staff to inspect the vehicles, equipment, licenses and registrations at any reasonable time. The City reserves the right to inspect each vehicle, every day, and prior to its use in the City, provided such inspections do not inhibit, interfere or delay the Franchisee's ability to perform services under this agreement.

- 7.6 Communications Devices: All vehicles must be equipped with good working communication devices. The contractor shall provide their City Liaison and Route Supervisors with proper communication devices so the City representative and office personnel can communicate with the Franchisee's supervisor or liaison during working hours.
- 7.7 Video Cameras: All of Franchisee's collection vehicles shall be equipped with a minimum of three (3) video recording cameras that identify and record the actions and functions of the vehicles while the vehicles are being used to provide collection services under this Agreement. Cameras should be located to have a clear view of the following: the hopper and rear of truck, drivers view from the front of the truck, and within the cab of the truck. The City reserves the right to require a four-camera configuration as specified in the RFP if Franchisee's three-camera system is inadequate to ensure no damage is done to customer or city property during Franchisee's operations. The vehicle videos should be recorded continuously when in operation. Franchisee shall provide video clips and records to the City's representative, upon request. Franchisee will maintain the video and records for each Collection vehicle for at least one (1) operating month after the video data was obtained. The records shall reflect the date, truck number, operator, and location map for the video data. Upon the City's request, Franchisee's records shall be provided to the City in MP4 format. Other formats may be acceptable with the prior approval of the City. Upon request, the video files shall be provided to the City within 24 hours; however, Franchisee shall use its best efforts to produce the video quicker if the video are needed to evaluate a legitimate complaint concerning Franchisee's performance under the Agreement. In addition to the stipulations listed above, Franchisee will provide the City access to the video system software via a portal that would allow one (1) person to view the video files in real time, or to review past days video files for the purpose of determining if services provided under this Agreement were missed, or improperly provided.
- 7.8 GPS: All of Franchisee's collection vehicles shall be equipped with Global Positioning Systems ("GPS") that identifies and records the locations of the vehicles and speed when they are being used to provide collection services under this Agreement. The vehicle locations shall be recorded at least once every five (5) seconds or the shortest available cycle available on the equipment system utilized. Franchisee will provide its GPS logs and records to the City, upon request. Franchisee shall maintain records and a log concerning the Global Positioning Systems ("GPS") data that is obtained from the Collection vehicles used by Franchisee to provide Collection Services under this Agreement. Franchisee shall maintain the GPS logs and records for each Collection vehicle for at least one (1) operating month after the GPS data was obtained. The records shall reflect a "ping rate" of every five (5) seconds for the GPS data or the shortest available ping rate on the equipment system utilized. Upon the City's request, Franchisee's records shall be provided to the City in CSV or ASCII tabular format and shall contain columns for longitude / latitude coordinates, as well as time and date stamps. Other formats may be acceptable with the prior approval of the Environmental Manager. Upon request, the GPS data shall be provided to the City within 24 hours; however, Franchisee shall use its best efforts to produce the data quicker if the data are needed to evaluate a legitimate complaint concerning Franchisee's performance under this Agreement. All of Franchisee's collection vehicles (and carts) should be equipped with RFID (or similar technology) scanning devices to record the location of each cart serviced under this Agreement. Franchisee shall maintain the RFID logs and records for each Collection vehicle for at least one (1) operating month after the data was obtained. The records shall reflect the cart location at the time of the vehicle interaction. Upon the City's request, Franchisee's records shall be provided to the City in CSV or ASCII tabular format and shall contain columns for longitude / latitude coordinates, as well as time and date stamps. Other formats may be acceptable with the prior approval of the Environmental Manager. Upon request, the RFID/GPS data shall be provided to

the City within 24 hours; however, Franchisee shall use its best efforts to produce the data quicker if the data are needed to evaluate a legitimate complaint concerning the Franchisee's performance under this Agreement.

7.9 The City reserves the right to require vehicles be replaced or rebuilt every seven (7) years or less, depending on the condition of the vehicle, subject to inspection by the City's Vehicle Maintenance Supervisor, so regular schedules and routes of collection can be maintained. Franchisee shall submit a list of vehicles (specifically, year, make (chassis and body), model, capacity, etc.) to be used in the City, as part of their bid submittal package and the City shall inspect said vehicles prior to awarding the contract. No equipment may be more than five (5) years old at the Service Commencement Date.

7.10 All equipment and vehicles used under this agreement shall be maintained in a reasonable, safe working condition. No vehicles shall leak oil or other fluids upon the streets and roads of the service area.

7.11 Vehicles shall be painted uniformly with the company name, and telephone number printed in letters not less than three (3) inches high on each side of the vehicles. All vehicles are to be numbered in a size and of a color which contrasts with the color of the vehicle to provide the maximum possible visibility. A record is to be kept showing each vehicle and the number assigned. Franchisee shall provide the City's representative with a daily log showing truck numbers, personnel assigned to truck and the routes to which they are assigned. Franchisee shall also provide the City's representative with a monthly maintenance report, showing truck number, service and/or repairs made each day for each vehicle.

7.12 No advertising shall be permitted on vehicles with the exception that the City may advertise events on trucks at no cost to the City. The City will provide materials at least thirty (30) days in advance of the event. Franchisee shall display the materials provided by the City on the trucks at least fifteen (15) days prior to the event. Franchisee shall remove the materials from the vehicles no later than ten (10) days after the event.

7.13 Franchisee is required to keep collection vehicles emptied, cleaned, and painted to present a pleasing appearance.

7.14 Franchisee shall make sure that all refuse containers are kept in a sanitary condition. All containers shall be watertight except where the City has approved otherwise. Containers and carts must be painted/molded different colors for garbage and recycling or be fitted with different colored lids so as to distinguish garbage and recycling.

7.15 Franchisee shall annually inspect all commercial dumpsters and shall promptly repair or replace any dumpster not in a satisfactory condition. A copy of the annual inspection report shall be provided to the City.

7.16 The City reserves the right to inspect Franchisee-supplied vehicles at any time as determined by the City's representative. Franchisee shall dedicate all necessary primary equipment for normal operations to the City contract and shall base said equipment within the City limits or within five statute miles thereof. Equipment dedicated to the City shall only be used outside the City limits to provide emergency support for other operational units or when operational efficiency dictates such use. Such temporary usage shall be limited to no more than 72 consecutive hours and shall not interfere with the thorough and complete provision of services required by this Franchise Agreement.

7.17 Each non-packer trash vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered.

7.18 Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the

Franchisee's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with appropriate tools for this purpose.

7.19 Franchisee's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations and shall move with the traffic flow. Each violation shall result in a penalty as listed in the liquidated damages.

7.20 Dumpsters and Carts shall be maintained in a reasonable, safe working condition and shall be painted or molded a uniform color (same color for garbage dumpsters and carts and another color for recycling dumpster and carts or be fitted with different colored lids so as to distinguish garbage and recycling). The 95-gallon carts shall be hot-stamped with the City of Crestview logo. The final design shall be submitted for approval to the Public Services Director.

7.21 Franchisee shall be responsible for the cost and expense associated with the replacement and repair of all dumpsters and carts and the Franchisee shall be the owner of all dumpsters and carts. The Franchisee shall be responsible for the cost and expense associated with new and replacement recycling carts.

8 ARTICLE EIGHT: EMPLOYEES AND SUPERVISORS

8.1 Character of Workers and Equipment: The direction and supervision of refuse collection and disposal operations shall be by competent and qualified personnel. Franchisee shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the City. All superintendents, foremen and workmen employed by the contractor shall utilize proper safety equipment and practices while performing tasks under this contract.

8.1.1 Franchisee shall provide personal protection equipment (PPE) and uniforms to all employees, which must be worn at all times while working. No employee may cause any disturbance, interference or delay to any work or service rendered to the City. The employees shall not conduct themselves negligently, disorderly, or dishonestly in the performance of the employee's duties. Franchisee shall ensure that all employees serve the public in a courteous, helpful, and impartial manner.

8.1.2 No employee shall disturb property that does not concern them. Care shall be taken to prevent damage to property, including shrubs, flowers, and other plants. After emptying containers, employees shall return them to the same location from which they were taken, in an upright position behind the curb or edge of pavement. Franchisee shall pay any damages incurred when caused by Franchisee's employees' direct actions or negligence.

8.1.3 Conduct of Employees: The Franchisee shall see to it that its employees serve the public in a courteous, helpful and impartial manner. Collection shall be made with as little noise and disturbance as possible.

8.1.4 Spillage: Any materials spilled by the Franchisee or its employees shall be picked up immediately by the Franchisee.

8.1.5 Trespassing: Franchisee's employees collecting garbage will be required to follow the regular walk for pedestrians, as applicable, while on private property. No employee shall disturb property that does not concern him/her. Care shall be taken to prevent damage to property, including shrubs, flowers, and other plants. After emptying containers, employees shall return containers to the same location from which they were taken.

8.1.6 Damage to Private Property: Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants. Any property of others damaged by the Franchisee or its

employees shall be repaired or replaced promptly by the Franchisee at its sole expense and within a reasonable period of time as approved by the Environmental Manager.

- 8.1.7 Driver's Licenses: Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.
- 8.1.8 Employee Training: The Franchisee shall provide operating and safety training for all personnel.
- 8.1.9 Uniforms: The Franchisee's collection employees shall wear a uniform or shirt bearing the Franchisee's name.
- 8.2 Supervisors: The Franchisee shall assign a qualified person or persons to be in charge of the operations within the Franchise Area that shall be responsible to the Environmental Manager and shall be accessible at reasonable times of call. The Franchisee shall give the names and day and night telephone numbers of these persons to the City. The Franchisee shall notify the City within 24 hours of any supervisory staff changes. Said supervisor(s) must be available for consultation with the Environmental Manager within a reasonable, practicable time after notification of a request for such consultation.

9 ARTICLE NINE: RECORD KEEPING, REPORTING, AND COMPLAINTS

9.1 RECORD KEEPING:

- 9.1.1 The Franchisee shall maintain a record of all customer names, addresses, account statuses, and a record of all complaints, requests, issues or concerns in a format approved by the Environmental Manager. The City shall have access to this data listing the name and address of the person, the nature of the communication, the time recorded and the time of resolution. All complaints, requests, issues, or concerns, whether received via telephone or electronic transmission shall be logged.
- 9.1.2 Format of Records: The Franchisee records required herein shall be maintained in electronic database in a format approved by the Environmental Manager. The database shall be readily available for inspection by the City at any time during normal operating hours and information in the records shall be shared with the City upon request.
- 9.1.3 Customer Complaint Log: Franchisee shall maintain a log of all calls received from customers directly or through the City. The log shall include the date when the call was received by the Franchisee, customer name and address, purpose for the call, the time and date the call was received, the time and date the complaint was resolved, and a description of how each complaint was resolved. The log should specifically identify missed Collections and legitimate complaints. The City shall have access to this data upon request.
- 9.1.4 Route Records: The Franchisee shall electronically submit a description and color-coded map, in a format acceptable to the Environmental Manager, of all routes no less than 30 days prior to the commencement date of this contract.
 - a) Revisions: The Franchisee shall also electronically submit a description and revised color-coded map of all route and schedule changes, including service levels, at least thirty days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Environmental Manager.
 - b) Collection Schedule Delays: The Franchisee shall notify the Environmental Manager of any delays greater than 24 hours in the daily Collection schedule (e.g. disabled trucks, accidents or shortage of staff causing route delays) within two hours of occurrence.
 - c) Route and Stop History: The Franchisee shall provide, at no cost to the City, such information as the City may from time to time request regarding the collection history of any

route or stop. Franchisee shall provide such information to the City within two business days upon request.

9.2 Accidents and Property Damage: The Franchisee shall notify the Environmental Manager of any accidents involving damage to public or private property by the Franchisee's staff or vehicles while performing duties under this agreement within 24 hours of occurrence or within 24 hours of Franchisee's becoming aware of the damage, whichever occurs first.

9.3 General Cooperation: Franchisee shall cooperate with the Environmental Manager in providing every reasonable opportunity for ascertaining whether or not the duties and responsibilities of the Franchisee are being performed in accordance with the contract.

9.4 Trade Secrets: Trade secret information, as defined by Florida Statutes, provided by the Franchisee pursuant to this Agreement, shall not be made public record and shall not be disclosed by the City without Franchisee's prior written approval unless ordered by a court.

9.5 Complaint Resolution: Franchisee shall perform a service of high quality and keep the number of legitimate complaints to a minimum. Franchisee shall maintain a telephone listing in the name in of the business and provide answering service for those customers during collection hours Monday through Saturday.

9.5.1 All requests and complaints shall be logged to indicate the name and address of the complainant, the nature of the request or complaint, and disposition of the request or complaint. All requests or complaints, whether received in person, by mail or telephone, shall be recorded in an electronic filing system. All requests or complaints received by the Franchisee's personnel shall be recorded in an electronic filing system to which the Environmental Manager has direct access or from which reports are to be provided to the Environmental Manager upon request and without delay.

9.5.2 Complaints received before 12:00 noon shall be serviced before 5:00p.m. the same day; complaints received after 12:00 noon shall be serviced by 12:00 noon the following day. However, complaints received on Fridays, regardless of the time received, must be serviced by 5:00 p.m. on the same day. For each month in which the number of unresolved, legitimate complaints, whether related to garbage, recycling, yard waste collection or any other cause, reaches ten (10) or more, the City shall be entitled to claim liquidated damages of one hundred dollars (\$100.00) per complaint. Each complaint shall be considered legitimate unless satisfactory disposition of the claim is furnished within the time limit specified in this paragraph.

9.5.3 Any accidents or property damage within the City limits shall be reported to the City's representative within twelve (12) hours of accident or property damage. The contractor shall also provide a follow up report of action taken after each accident or property damage incident.

9.6 In the event disagreements arise and refuse needs to be collected and disposed of, the City may notify Franchisee of the location of refuse and it shall be the duty of Franchisee to remove all such refuse within three (3) days of the notice. Should Franchisee fail to remove the refuse, the City will remove the refuse and the City shall deduct costs incurred from the next scheduled payment.

9.7 Final Decision: To prevent misunderstandings and any litigation, the City Manager or designee shall decide any and all questions that may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the interpretation of the contract provisions and the acceptable fulfillment of the contract on the part of Franchisee. The City Manager or designee will also determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, and said determination shall be final, conclusive and binding upon both the City and the Franchisee. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract; and his findings and conclusions shall be final and binding upon

both parties.

- 9.8 Operation During Dispute: In the event the City has not cancelled the contract in accordance with the terms provided herein, after decision by the City Manager, and there remains a dispute between the Franchisee and the City, then Franchisee agrees to continue to operate and perform under the terms of this contract according to the City's interpretation while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system according to the City's interpretation until the final adjudication of the court.

10 ARTICLE TEN: BILLING, PAYMENT, AND RATES

10.1 RESIDENTIAL SERVICE:

- 10.1.1 Trash Service Mandatory: The City has implemented appropriate ordinances or resolutions establishing mandatory trash service for all Single-Family Dwelling Units within the incorporated limits of the City.
- 10.1.2 Billing: The City shall be responsible for all billing and collections from Single Family customers for services rendered pursuant to this Agreement. The manner of billing and collection shall be at the discretion of the City.
- 10.1.3 Payment: The City shall collect charges for trash collection and disposal from residential customers directly on the City's utility bill rendered to each such customer. The City bills in arrears (As an example: services provided in January are billed in February and are due in March). The City shall remit fees collected for trash services to Franchisee on an "as collected-basis." The City shall remit to Franchisee all amounts received for trash service in the prior calendar month on or before the 15th of the following month, without regard to the service month for which the payment was received. For example, the City shall remit to Franchisee on or before the 15th of March, all fees collected during the month of February for service (which may have occurred in January) and any associated charges, such as late fees but less the 6% franchise fee. The City shall not be responsible for paying for services rendered but for which no payment is received. In the event of a dispute the City agrees to pay any non-disputed charges timely and shall only withhold those amounts which are specifically disputed.
- 10.1.4 Prorations: For services rendered to customers for partial months, proration shall be made based upon the actual number of regular trash collection service days rendered in proportion to the total number of scheduled service days for that month.
- 10.1.5 Ended or Suspended Service: The City shall notify Franchisee when service is to be ended, suspended or started at a Single-Family service address. City shall not be responsible for payment for any service to an address beginning 24 hours after written notification of suspension or termination of service has been provided to Franchisee.
- 10.1.6 Repeated Suspension: Franchisee may charge a fee for reinstituting a customer's service more than two times within a calendar year; otherwise, there will be no charge for suspending or reinstituting service.
- 10.1.7 No Additional Charges: The Franchisee shall not bill Residential customers for any additional charges above and beyond what is stated in this Agreement without prior approval from the Environmental Manager.
- 10.1.8 Late Fees: Any late payment charges collected by the City for services provided by Franchisee under this Agreement shall be remitted to Franchisee, less applicable franchise fee.

10.2 COMMERCIAL SERVICE

- 10.2.1 Account Establishment: Franchisee shall be responsible for communicating directly with Commercial service customers within the City and establishing the dumpster size and collection frequency that best suits each Commercial service customer. Franchisee shall regularly report any changes to the dumpster size, collection frequency or requests for extra collections for all Commercial accounts to the City.
- 10.2.2 Billing: City shall be responsible for directly billing and collecting payment from Commercial service customers within the City based upon the most current information provided by the Franchisee. The manner of billing and collection shall be at the discretion of the City.
- 10.2.3 Payment: The City shall collect charges for trash collection and disposal from commercial customers directly on the City's utility bill rendered to each such customer. The City bills in arrears (As an example: services provided in January are billed in February and are due in March). The City shall remit fees collected for trash services to Franchisee on an "as collected-basis." The City shall remit to Franchisee all amounts received for trash service in the prior calendar month on or before the 15th of the following month, without regard to the service month for which the payment was received. For example, the City shall remit to Franchisee on or before the 15th of March, all fees collected during the month of February for service (which may have occurred in January) and any associated charges, such as late fees but less the 6% franchise fee. The City shall not be responsible for paying for services rendered but for which no payment is received. In the event of a dispute the City agrees to pay any non-disputed charges timely and shall only withhold those amounts which are specifically disputed.
- 10.2.4 Prorations: For services rendered to customers for partial months, proration shall be made based upon the actual number of regular trash collection service days rendered in proportion to the total number of scheduled service days for that month.
- 10.2.5 Ended or Suspended Service: The City shall notify Franchisee when service is to be ended, suspended or started at a Commercial service address. City shall not be responsible for payment for any service to an address beginning 24 hours after written notification of suspension or termination of service has been provided to Franchisee.
- 10.2.6 No Additional Charges: The Franchisee shall not bill Commercial service customers any additional charges or fees for services covered by this Agreement beyond those charges and fees established by this Agreement without prior approval from the Environmental Manager.

10.3 RATES:

- 10.3.1 Exhibit "A" which is attached hereto and incorporated herein, establishes the Rates and Charges for services to be rendered to Single-Family and Commercial customers pursuant to this Agreement.
- 10.3.2 Annual Adjustment: On October 01, 2024, and October 01 of each subsequent year of this Agreement, the collection fees listed in Exhibit "A" may be adjusted by the FRANCHISEE according to the following methodology and Exhibit "B": 80% of the collection fees shall be adjusted based on the percentage change in the in the Consumer Price Index (CPI), "Water and Sewer and Trash Collection Services in U.S. city average, all Urban Consumers, not seasonally adjusted" published by the U.S. Department of Labor, Bureau of Labor Statistics, and determined by comparing the CPI for the June immediately preceding the rate adjustment request to the CPI for the June of the prior year; and 20% of the collection fees shall be adjusted based on the-percent change in the U.S. Department of Energy Fuel Index for the previous 12 months ending on the preceding June 30th. In any event, the total fee adjustment pursuant to this section 10.3.2 each year may not exceed 6% percent of the prior year's collection rate. Provided however, that at the first annual adjustment in October of 2024 no adjustment

shall be made for increases in CPI.

- 10.3.3 Franchisee shall communicate the rate change and the supporting calculations to the City no later than August 20th of each year. If a rate adjustment is not requested by the required date, the rate adjustment for that particular twelve (12) month period shall be deemed waived and shall not be taken into consideration in future rate adjustments.
- 10.3.4 Unusual Changes or Costs: Franchisee may petition the City Council to adjust Franchisee's rates based upon unusual and unanticipated increases in the cost of doing business. Franchisee's request shall contain substantial proof and justification to support the need for the rate adjustment. The City Council shall have the sole and absolute discretion to grant or deny the request. The City reserves the right to rescind any price relief granted should the circumstances change, and prices decrease at any time.
- 10.3.5 Disposal Fee Adjustment: In addition to the above, Franchisee shall pass through to the customer changes in the disposal fees at the Okaloosa County Transfer Station. The disposal rate adjustment shall be made annually beginning on October 01, 2024 and continuing on October 1 of each contract year thereafter. Adjustments shall be made for any increases in the disposal rate implemented during the prior calendar year. The amount of the monthly adjustment shall be calculated as follows:
- a) For Residential Customers: By multiplying the amount of the increase in the disposal price per ton by 1.3, dividing the result by 12 months and rounding to the nearest penny. Said amount shall be added to the monthly rate per household. (Example: Disposal rate increases from \$45 per ton to \$47.50 per ton: $((47.5-45) \times 1.3) / 12 = \0.27 per month).
 - b) For Commercial Customers: By multiplying the increase in the disposal rate by 3 and then multiplying the result by the yard size of the container(s) being served multiplied by the number of service intervals per week and dividing the result by 12 months. (Example: Disposal rate increase from \$45 to \$47.50 for a four yard dumpster emptied once per week: $((47.5-45) \times 3 \times 4 \times 1) / 12 = \2.50 per month).
- 10.3.6 One Time Disposal True-Up: City and Franchisee acknowledge that the data available to the City at the time of preparation of the RFP was not verifiable and/or complete and as such data provided during the solicitation for proposals did not fully and properly represent the scope of work to be performed. As such, the City and Franchisee agree to a one-time true-up of rates as follows: Franchisee shall track and report disposal totals monthly from each residential and commercial route in the franchise. Such totals of residential and commercial tonnages shall be tabulated for the nine-month period beginning October 01, 2023 and ending June 30, 2024. Said total shall be divided by 3 and multiplied by 4 to arrive at an annualized rate. If said annualized rate exceeds 16,000 tons (exclusive of yard waste and recycling), Franchisee shall be entitled to a one-time rate adjustment as follows: for each increment of 100 tons of solid waste above 16,000 tons the monthly rate for each roll cart customer (residential and commercial) shall be increased by \$0.06 per month and each yard of commercial dumpster capacity shall be increased by \$0.06 per month (for example, an 8-yard dumpster would incur a monthly increase of \$0.48 per each additional increment of 100 tons collected). This one time true-up shall be applied to customer bills for services provided in October of 2024 and each month thereafter.

11 ARTICLE ELEVEN: INSURANCE

- 11.1 Insurance Approval and Continuity: Franchisee shall not commence work under this Agreement until the City approves of the types and limits of insurance specified in this Agreement. All insurance shall

continuously remain in-force during term of Agreement.

- 11.2 Disclaimer of Adequacy: City does not represent these types or amounts of insurance to be sufficient or adequate to protect Franchisee's interests or liabilities but are merely minimums.
- 11.3 General Requirements: Insurance shall be issued by an insurer whose business standards, public reputation, financial stability and claims payment-history are all satisfactory to City, for City's sole benefit only. All of Franchisee's insurance coverages shall contain both a "Primary and Non-Contributory Clause" and a "Severability of Interest Clause" where applicable, at City's sole opinion. To the extent permitted by the laws of the State of Florida, Franchisee waives any rights of subrogation and recovery from or against the City. Franchisee deductibles/self-insured retentions shall initially be disclosed to, and may be disapproved by, the City. At the option of City, Franchisee shall reduce or eliminate such deductibles/self-insured retentions. Franchisee shall be responsible for the amount of any incurred deductibles/self-insured retentions. The insurer(s) providing such required insurance coverages pursuant to this Agreement shall be qualified to do business in State of Florida. Unless it is otherwise agreed, the amounts, forms and types of insurance shall conform to the specified minimum requirements herein. Any type of insurance or increase of limits of liability not described above which the Franchisee requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- 11.4 The carrying of the insurance described shall in no way be interpreted as relieving the Franchisee of any responsibility under this Agreement.
- 11.5 Failure to Maintain Coverage: In the event of failure of the Franchisee to maintain any of the insurance coverages required in this Agreement, or fail to furnish Certificates of Insurance as required in this Agreement, the City shall have the right (but not the obligation) to purchase and maintain any of the required insurance coverages. Upon presentation of a receipt documenting payment by the City, all costs for such coverage purchased by the City will be immediately re-paid by Franchisee to the City.
- 11.6 WORKER'S COMPENSATION:
- 11.6.1 Franchisee shall purchase and shall maintain Worker's Compensation Insurance coverage for all of the State of Florida's Workers' Compensation obligations, whether Franchisee is legally required to do so, either individually or corporately.
- 11.6.2 Employers Liability: Additionally, the policy or separately obtained policy, must include Employers Liability coverage of at least \$1,000,000 each person- accident, \$1,000,000 each person-disease and \$1,000,000 aggregate-disease.
- 11.6.3 Compliance with Law: Such insurance shall comply with the Florida Workers' Compensation Law.
- 11.7 COMMERCIAL GENERAL, AUTOMOBILE AND EXCESS LIABILITY COVERAGES
- 11.8 Franchisee shall purchase coverage on forms no more restrictive than latest editions of Commercial General Liability, and Business Automobile Liability, policies filed by the Insurance Services Office. The City shall not be considered liable for any premium payment, entitled to any premium return or dividend and shall not be considered a member of any trust, mutual or reciprocal company.
- 11.9 Minimum limits: \$1,000,000 per occurrence, and per accident, combined single limit of liability must be provided, with Excess Liability insurance coverage making up any difference between policy limits of the underlying policy's coverages, versus the total amount of coverage required.
- 11.10 Commercial General Liability: Commercial General Liability coverage must be provided, including: bodily injury and property damage liability for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall

provide at least broad form contractual liability applicable to this Agreement, personal injury liability and broad form property damage liability. Coverage shall be written on occurrence-type basis with City listed as an Additional Insured by an endorsement to such insurance policy.

11.11 Business Auto Liability Policy: Coverage must be provided, including bodily injury and property damage liability arising out of operation, maintenance and/or use of owned, non-owned, hired automobiles and employee non-ownership use, with City listed as an Additional Insured by an endorsement to such insurance policy.

11.12 Excess Liability Insurance: Excess Liability coverage shall not be more restrictive than the underlying insurance policies' coverages. Excess Liability insurance coverage shall "drop-down" to provide coverage, if and when the underlying liability limits might be exhausted. This coverage shall be written on an occurrence-type basis.

11.13 CERTIFICATES OF INSURANCE:

11.13.1 Certificates of Insurance shall be provided as follows: Required insurance coverages shall be documented by use of Certificates of insurance, providing that City shall be notified at least 30-days in advance of any cancellation, non-renewal, adverse change or restriction in coverage. For Commercial General Liability and any Excess Liability coverages Franchisee shall, at the option of City, have Franchisee's insurer(s) to provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of such liability coverages. Further, if a reduction or impairment of any of the aggregate limits of any insurance policy(s) occur, or is anticipated to occur, the Franchisee shall take immediate action to have the reduced or impaired aggregate limit(s) reinstated to the full extent required under this Agreement, or the Franchisee shall be required to immediately purchase additional insurance that will restore, and make available, the required limits of liability. Franchisee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to City and shall file with City the required Certificate(s) of Insurance under the new policies, prior to the effective date of such cancellation, adverse change, non-renewal or restriction. City shall be listed as Additional Insured by endorsement on both the Commercial General Liability (and any applicable Excess Liability) insurance coverage policy(s). Also, this Agreement shall be specifically listed on all Certificates. Any deductibles/self-insured retentions in excess of \$10,000 shall be listed on any applicable Certificate. If required by City, the Franchisee shall have its insurance agent or its insurance company furnish to City, one complete, signed and dated duplicate-copy of the Franchisee's current and previous insurance policy(s), forms, endorsements, jackets and any other items forming a part of or relating to such policies. Certificates shall be issued on the Certificate of Insurance forms that shall be equal to an ACORD 25 (as determined solely by City). Any wording in a Certificate which would make the notification of any cancellation, adverse change, non-renewal or restriction in coverage to the City, an option of the insurer, shall be deleted or crossed out by the insurer or by the insurer's employee. The Franchisee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to City and shall file with City, Certificates of Insurance representing the new policies prior to effective date of such cancellation, non-renewal, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to City, the Franchisee shall, upon instructions of City, cease all operations under this Agreement until directed in writing by City to resume operations.

11.13.2 Certificates not substitute for Indemnification: Neither satisfying the purpose of the required insurance, nor the furnishing of such Certificates of insurance, shall constitute either a partial or a total satisfaction

of Franchisee's indemnification of City, as is required in the HOLD HARMLESS and the PAY ON BEHALF OF clauses which are set forth below.

- 11.13.3 Certificate Holder: The "Certificate Holder" address should read: City of Crestview, Florida, Attn: Risk Management, 198 North Wilson Street, Crestview, FL 32536, with copy to all such persons or entities listed in the Notice section of this Agreement.
- 11.14 Insurance of Franchisee Primary: The insurance coverage required of the Franchisee shall be considered primary, and all other insurance shall be considered as excess, over and above the Franchisee's coverage. The Franchisee's policies of coverage shall be considered primary as relates to all provisions of this Agreement. If any required insurance coverage is written with deductibles/self-insured retentions, the Franchisee shall be solely, financially responsible for payments and satisfactions of such deductibles/self-insured retentions.
- 11.15 Loss Control and Safety: The Franchisee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees in conjunction with Franchisee's activities arising out of, or incurring in connection with this Agreement, as well as the matter in which any activities shall be undertaken. To that end, Franchisee shall not be deemed to be an agent of the City. Precautions shall be exercised at all times by the Franchisee for the protection of all persons, including its employees, and property. The Franchisee shall make special efforts to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.
- 11.16 Hold Harmless: The Franchisee shall hold harmless the City, its appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily injury, personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with, the performance of this Agreement, whether arising solely out of the negligence of the Franchisee or not. The Franchisee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any insurance coverage. This obligation shall survive any termination, early or otherwise, or expiration or non- renewal of this Agreement.
- 11.17 Pay on Behalf of City: Franchisee agrees to pay on behalf of City, as well as provide a legal defense for City (both of which will be done only if and when requested by City) for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered as being the City's exclusive remedy. This obligation shall survive any termination, early or otherwise, or expiration or non- renewal of this Agreement.
- 11.18 Waiver of Subrogation: The Franchisee hereby waives all rights of subrogation against the City and its consultants and other indemnities of the Franchisee under all the foregoing policies of insurance.
- 11.19 Performance Bond: Franchisee is obligated to provide a performance bond under this Agreement, in the form provided by the City. Upon execution of this Agreement, Franchisee shall provide a Performance Bond to the City in the form provided by the City for the time period from the Effective Date of this Agreement to the end of the first year of service, September 30, 2024. Franchisee shall provide to the City a Performance Bond annually on or before April 15 of each following year, effective for the contract year beginning October 1 and ending September 30 (i.e., for the contract year beginning October 1, 2024, Franchisee shall provide a performance bond to the City on or before April 15, 2023). Failure to provide a performance bond by April 15 shall constitute a default under this Agreement and result in termination and a claim being made on the then-existing Performance Bond.

12 ARTICLE TWELVE: HAZARDOUS WASTE AND BIOMEDICAL WASTE AND BIOLOGICAL WASTE

- 12.1 The Franchisee shall not be required to collect and dispose of infectious Waste, Hazardous Waste, Biomedical Waste or Biological Waste, but may offer such service in the service area. All such Collection and Disposal for those types of waste in this Article, when done by the Franchisee, shall be in strict compliance with all Federal, State and Local laws and regulations. The Franchisee may refuse to collect Solid Waste from a customer if the Franchisee believes that such Solid Waste contains Infectious Waste, Hazardous Waste, Biomedical Waste or Biological Waste.

13 ARTICLE THIRTEEN: MODIFICATIONS AND COOPERATION

- 13.1 Modification to Levels of Service: The City, at its sole discretion, may modify the level of Collection provided under the Agreement if it is determined to be in the best interest of the City or to comply with changes in laws and regulations. The City and the Franchisee agree to negotiate in good faith any impacts of such modifications and a reasonable timeframe for implementation and shall reduce same to writing and shall execute same as amendments to this Agreement.
- 13.2 Modifications to Scope of Service: The City and Franchisee agree to negotiate an amendment to this agreement should the City determine, at its sole discretion, that the scope of the Agreement should include Collection not originally included in the Scope of Services of this Agreement. The City and Franchisee agree to negotiate any impact of such modification of the Scope of Services in good faith and shall reduce same to writing and shall execute same as amendments to the franchise.
- 13.3 Pilot Studies: During the term of this Agreement, the City may wish to conduct pilot studies. The Franchisee shall cooperate with the City in conducting such pilot studies. If such pilot studies have cost implications, the Franchisee shall enter into good faith negotiations with the City for additional services provided by the Franchisee to carry out pilot studies and compensation for the same.
- 13.4 Cooperation by Franchisee: The City and its Environmental Manager shall be permitted free access during normal business hours at every facility for the inspection of all work, equipment and facilities of the Franchisee. The Franchisee shall cooperate with the Environmental Manager of the City in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. The Franchisee shall have at all times a competent and reliable English-speaking representative on duty authorized to receive orders and act for Franchisee.

14 ARTICLE FOURTEEN: STORMS AND HURRICANES

- 14.1 In the event excessive amounts of debris or refuse accumulate due to an event such as a storm of disastrous proportions, freeze, natural disaster, severe disturbance, riot or other calamity, that results in an area of the City being declared a disaster area by the Okaloosa County Emergency Management Director, President of the United States, Governor of Florida, Mayor of Crestview or their designee(s), Franchisee shall respond to such disaster with the necessary additional equipment and manpower to collect increased recycling, solid waste and yard waste without interruption to normal services.
- 14.2 Franchisee shall have a written disaster preparedness plan in place and provide such plan to the City. The plan must demonstrate the resources (primary and secondary) that will be provided exclusively for the

City in a declared event. Disaster preparedness plans should be updated with the City annually prior to May 1st, and should include a full listing of contracts, manpower and equipment.

14.3 In the event of a declared disaster, Franchisee shall not be expected to collect materials that are in excess of, or out of specification with, the provisions of this Franchise Agreement nor shall Franchisee be expected to collect storm related debris. In the event the City desires that Franchisee aid the City's storm cleanup contractor, Franchisee's cleanup activities shall be by way of a written contract specific to that event. Rates, costs and specific cleanup activities shall be set forth. In the event of such storm or hurricane emergency, the City reserves the right to assign route or pick-up priorities as deemed necessary by the Environmental Manager. In such event, The Franchisee shall perform the cleanup effort in an expedited manner as directed by the City and until such time that the City determines the storm event clean-up completion.

14.4 The City may grant Franchisee reasonable variance from regular schedules and routes and adjustments to the established service model, in the event of storms and hurricanes. In the event a reasonable variance is approved, as soon as practicable after such storm, Franchisee shall advise the customer of the estimated time required before regular schedules and routes can be resumed.

15 ARTICLE FIFTEEN: LIQUIDATED DAMAGES

15.1 The parties agree that actual damages for certain non-performance by Franchisee are difficult to ascertain. As such, the schedule of liquidated damages set forth in Exhibit C shall apply to the non-performance issues identified below, not as a penalty for non-performance but as a reasonable liquidated damages rate for the indicated deficiencies. Should Franchisee fail and/or refuse to pay liquidated damages upon receipt of notice from the City, the City shall, in addition to the amounts provided in other provisions of this contract, be entitled to claim against Franchisee's performance bond or deduct from the next regularly scheduled payment to the Franchisee. To allow for transition and starting of services, the City agrees that it will not assess liquidated damages during the first six months after the Service Commencement Date.

16 ARTICLE SIXTEEN: DEFAULT AND DISPUTE OF THE AGREEMENT

16.1 The City of Crestview reserves the right to terminate the contract for default if Franchisee breaches any of the terms herein, including if Franchisee becomes insolvent or seeks protection under the bankruptcy code. Such right of termination is in addition to and not in lieu of any other remedies which the City may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements of this Agreement and the RFP. The City may terminate this Agreement after first having provided Adams notice of any claimed breach in writing and provided that Adams shall have failed to make diligent and substantial effort to cure said breach within 14 days. Following Franchisee's failure to make diligent and substantial effort to cure, the City may provide Franchisee with a written notice of such termination. Should the City exercise its right to terminate the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to Franchisee.

17 ARTICLE SEVENTEEN: FORCE MAJEURE

17.1 Except for any payment obligation by either party, if the City or Franchisee is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force

majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Franchisee to correct the adverse effect of such event of force majeure.

17.2 Events of Force Majeure: An event of "force majeure" shall mean the following events or circumstances to the extent that they delay the City or Franchisee from performing any of its obligations (other than payment obligation) under this Agreement:

17.2.1 Strikes and work stoppages unless caused by a negligent act or omission of Franchisee or its agents or assignments;

17.2.2 Acts of God, tornado, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of Franchisee, its agents, and assignments), landslides, earthquakes, epidemics, pandemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

17.2.3 Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities;

17.2.4 Suspension, termination or interruption of utilities necessary to the operation of the duties under this Agreement.

17.3 Economic hardship: Economic hardship of the Franchisee shall not be considered an event of force majeure.

17.4 Written Notification: In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this paragraph, time is of the essence.

18 ARTICLE EIGHTEEN: ADDITIONAL TERMS

18.1 ASSIGNMENT OF FRANCHISE RIGHTS: This Agreement or any portion hereof shall not be subcontracted except with the prior written consent of the City, which may be withheld, for any reason or for no reason. This contract is not assignable or transferable without the prior written consent of the City, which may be withheld, for any reason or for no reason. If the City approves an assignment, the City shall be paid a lump sum payment of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** as an assignment service charge from the Franchisee or the Franchisee's surety obligated on the performance and guarantee bond, to be paid on or before the City executes any consent to assignment. For purposes of this section, an assignment of the contract shall mean (a) a transfer of ownership of a majority of the outstanding stock of the Franchisee, in one or a series of transactions, after the Service Commencement Date set forth in Section 2.2, (b) a transfer of all or substantially all of the Franchisee's assets after the Service Commencement Date set forth in Section 2.2, or (c) a transfer of this contract by way of asset purchase agreement, assignment agreement or similar instrument after the Service Commencement Date set forth in Section 2.2. This provision does not apply to a change in the name of the Franchisee, as long as there is no change in the ownership.

18.2 INDEPENDENT CONTRACTOR: It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Franchisee as the agent, representative or employee of the City for any purpose whatsoever. The Franchisee is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Franchisee shall be solely responsible for the acts and

omissions of its officers, agents, employees, permitted contractors and permitted subcontractors.

- 18.3 COMPLIANCE WITH STATE, FEDERAL AND MUNICIPAL LAWS: The Franchisee shall comply with all applicable City, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect. The Franchisee is required and hereby agrees by execution of this Franchisee to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standard Act as amended and changed from time to time.
- 18.4 LAW TO GOVERN, VENUE, JURISDICTION: This Agreement shall be governed by the laws of the State of Florida. The parties irrevocably and unconditionally agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida.
- 18.5 PERMITS AND LICENSES: The Franchisee shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.
- 18.6 NON-DISCRIMINATION PROVISIONS: Franchisee shall not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner, against said Franchisee's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act, and the Florida Human Rights Act of 1977). Furthermore, Franchisee shall comply with all applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination as herein above referenced are included by this reference thereto including Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability. Franchisee warrants that it is qualified to enter into this contract in accordance with the provisions of the Florida Public Entity Crime Statute, Section 287.133, Florida Statutes. Franchisee shall exercise reasonable efforts to use local resources including local subcontractors, local suppliers and material men, and local laborers and if such local resources are available and deliverable in a quantity, quality and cost at least comparable to non-local resources shall be given preference and used in the performance of this Agreement.
- 18.7 ILLEGAL PROVISIONS: In case anyone or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions has not been sated herein.
- 18.8 MODIFICATION: The terms and conditions of this Agreement may be modified from time to time by mutual agreement of the parties as evidenced by a written agreement duly executed by both parties hereto or their representatives. No modification or amendment of this franchise shall be valid and effective unless evidenced by the require agreement in writing.
- 18.9 REMEDIES CUMULATIVE: Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercised thereof.

18.10 HEADINGS: The headings contained in this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

18.11 NOTICES: All notices and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, postage prepaid, and addressed as follows:

If to City:
198 North Wilson Street
Crestview, FL 32536

If to Franchisee:
Adams Sanitation
Post Office Box 953
Milton, Florida 32583

Changes in respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

CITY OF CRESTVIEW, FLORIDA

By: 
Mayor

ATTEST:

City Clerk



ADAMS SANITATION HOLDING COMPANY, LLC

By: 
Crystal Boyles, as Its Authorized Member

EXHIBIT "A"
FEE SCHEDULE

Residential Roll Cart			
	Base Rate	Franchise Fee	Total
2x weekly solid waste, 1x yard waste & Recycle	\$32.06	\$1.92	\$33.98
Extra solid waste cart 2x per week	\$12.00	\$0.72	\$12.72

Commercial monthly			
Bin Size/ Frequency	Base Rate	Franchise Fee	Total
2 Cubic Yard			
1 per week	\$110	\$6.60	\$116.60
2 per week	\$187	\$11.22	\$198.22
3 per week	\$273	\$16.38	\$289.38
4 per week	\$381	\$22.86	\$403.86
5 per week	\$476	\$28.56	\$504.56
6 per week	\$570	\$34.20	\$604.20
4 Cubic Yard			
1 per week	\$186	\$11.16	\$197.16
2 per week	\$328	\$19.68	\$347.68
3 per week	\$492	\$29.52	\$521.52
4 per week	\$652	\$39.12	\$691.12
5 per week	\$821	\$49.26	\$870.26
6 per week	\$986	\$59.16	\$1045.16
6 cubic Yard			
1 per week	\$268	\$16.08	\$284.08
2 per week	\$456	\$27.36	\$483.36
3 per week	\$684	\$41.04	\$725.04
4 per week	\$907	\$54.42	\$961.42
5 per week	\$1135	\$68.10	\$1203.10
6 per week	\$1364	\$81.84	\$1445.84
8 cubic Yard			
1 per week	\$315	\$18.90	\$333.90
2 per week	\$558	\$33.48	\$591.48
3 per week	\$835	\$50.10	\$885.10
4 per week	\$1111	\$66.66	\$1177.66
5 per week	\$1389	\$83.34	\$1472.34
6 per week	\$1661	\$99.66	\$1760.66

Commercial Roll Cart			
2x per week	\$48	\$2.88	\$50.88
Extra cart 2x per week	\$24	\$1.44	\$25.44
Miscellaneous charges			
Dumpster delivery fee* (including swaps)	\$150	\$9.00	\$159.00

Dumpster Latches	\$15	\$.90	\$15.90
Dumpster Casters (2 & 4 Yard only)	\$15	\$.90	\$15.90
Dumpster Gate Access Fee**	\$20	\$1.20	\$21.20
Commercial Extra Lifts/Yard	\$15	\$.90	\$15.90
Dumpster over filled fee.	\$75	\$4.50	\$79.50
*Does not apply to dumpster delivery at initial contract roll-out. **calculated per service day per location. For example, a location served 3x per week with a closed or locked gate would be an extra \$60 per month.			

Commercial Compactors			
Compactor Size / Style	Rental*	Pull Fee	Disposal Fee
30-yard Self-Contained	\$917.00	\$295.00	\$95.00 / Ton
30-yard Stationary (dry waste only)	\$415.00	\$295.00	\$95.00 / Ton
40-yard Stationary (dry waste only)	\$445.00	\$325.00	\$95.00 / Ton
All fees above subject to 6% Franchise Fee.			
*Rental is optional. Customer may purchase or separately lease their compactor.			

EXHIBIT B
CALCULATION OF CPI ADJUSTMENT

Pursuant to Section 10.3.2 of this Agreement the rates charged under this contract may be adjusted at the first anniversary date of the contract and annually thereafter. The contractor may petition the City for an adjustment pursuant to Section 10.3.2. Requests for CPI adjustments must be submitted to the City no later than April 15.

The maximum increase for any annual period shall not exceed 6.0 % of the rates for the prior period. Rate Adjustments pursuant to Section 10.3.2 shall take effect on October 1st of the year in which it was approved. If a rate adjustment is not requested by the required date, the rate adjustment for that particular twelve (12) month period shall be deemed waived and shall not be taken into consideration in future rate adjustments.

New Collection Rate $[80\% \times CR \times (1 + ((CPI2 - CPI1)/CPI1))] + [20\% \times CR \times (FI2/FI1) + DR]$

Where

“CR” = Franchisee’s current rate for collection service

“CPI” = Consumer Price Index for Water and Sewer and Trach Collection Services in U.S. City Average (CUSR0000SEHG) , seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor

“CPI1” = average CPI for the 12 month period ending June 30 of the previous year

“CPI2” = average CPI for the 12 month period ending June 30 of the current year

“FI” = Fuel Index is the Lower Atlantic (PADD IC) No.2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Sales by All Sellers (Cents per Gallon), U.S. Department of Energy, Energy Information Administration

https://www.eia.gov/dnav/pet/PET_PRI_GND_A_EPD2DXL0_PTE_DPGAL_A.htm

“FL1”= average Fuel Index for the 12 month period ending June 30 of the previous year

“FLL2” = average Fuel Index for the 12 month period ending June 30 of the previous year

Provided that at the first annual adjustment in October of 2024 the New Collection Rate shall be calculated as follows:

$[0.00] + [20\% \times CR \times (FI2/FI1) + DR]$

EXHIBIT C
Liquidated Damages Schedule

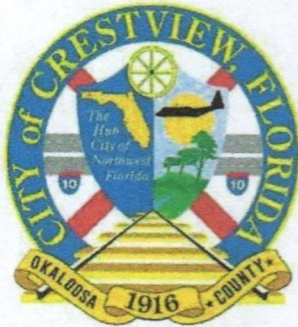
Legitimate complaints, ten (10) or more	\$100 per incident incl. first ten (10) per month.
Back-to-back complaints at same address (monthly)	\$100.00 per incident
Collection of Commercial, Residential Solid Waste and/or recyclables before or after contract times.	\$300 per incident
Co-mingling solid waste with vegetative waste, recyclable materials, C & D materials or other waste materials.	\$500 per incident
Failure to clean up spillage in accordance with contract provisions.	\$150 per incident
Failure to replace damaged container within seven (7) days, two (2) days for residential.	\$300 per incident
Failure to return containers or garbage receptacles to original location.	\$25 per incident
Failure to repair damage to public or private customers' property within seven (7) days.	\$200 per incident
Failure to provide clean, safe and sanitary equipment at beginning of work schedule.	\$200 per incident
	\$250 per day
Failure to maintain office hours as required with authorized, trained personnel.	
Equipment Operator not properly licensed.	\$500 per incident

Failure to provide documents, reports, or any request for information in a timely and accurate manner.	\$100 per day
Failure to cover materials, if appropriate, on collection vehicles.	\$250 per incident
Name and phone number not displayed on equipment or containers.	\$100 per incident
Failure to comply with employee roster and proper uniforms.	\$150 per incident
Not providing current schedule and route maps annually.	\$200 per incident
Using improper equipment to service commercial or residential customers.	\$50 per incident
Failure to respond to complaints and customer calls in a timely and appropriate manner.	\$200 per incident
Failure to complete a route on the regular collection day.	\$250 for each route per day not complete
Failure to provide proper notification prior to Residential route changes.	\$500 per incident
Failure to follow established reporting operation or administrative procedures.	\$150 per incident
Use of contract dedicated primary collection vehicles outside corporate limits of the City.	\$500 each occurrence
Vehicles interfering with traffic or left unattended on the street.	\$250 each occurrence
Failure to separate recycling resulting in a co-mingled load ticket from recycling center.	\$500 each load

Failure to have recycle bins in stock and available for pick-up by residents	\$500 per day
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For clarification purposes, "Per Incident" is defined as each time the incident occurs.

**ATTACHMENT #7
PERFORMANCE BOND**



FRANCHISEE (name, principal place of business, and phone number):

Adams Sanitation Holding Company, LLC
PO Box 953
Milton, FL 32583

SURETY (name, principal place of business, and phone number):

AXIS Insurance Company
10000 Avalon Blvd
Suite 200
Alpharetta, GA 30009

CITY:

City of Crestview, Florida
Attn: Public Services Director
198 N. Wilson St.
Crestview, FL 32539

BOND No.: ASUR001003

Date: 8/15/2023

Amount: \$3,000,000.00

KNOW ALL MEN BY THESE PRESENTS that we, Adams Sanitation Holding Company, LLC (hereinafter "FRANCHISEE"), as Principal, and AXIS Insurance Company hereinafter ("SURETY"), as Surety, are held and firmly bound unto the City of Crestview, Florida (hereinafter ("CITY")), as Oblige, in the amount of Three Million Dollars (\$3,000,000.00), for the payment whereof FRANCHISEE and SURETY bind themselves, their heirs, executors, Directors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, a franchise has been issued to the FRANCHISEE by the obligee, pursuant to the terms and conditions set forth in the Franchise Agreement and the City's Code of Ordinances; and

WHEREAS, the SURETY has carefully considered the FRANCHISEE's obligations and duties pursuant to the Franchise Agreement and the City's Code of Ordinances; and

WHEREAS, the CITY's award of the franchise to the FRANCHISEE is contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, the FRANCHISEE AND SURETY, agree to the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration, or addition to the terms of the franchise or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY

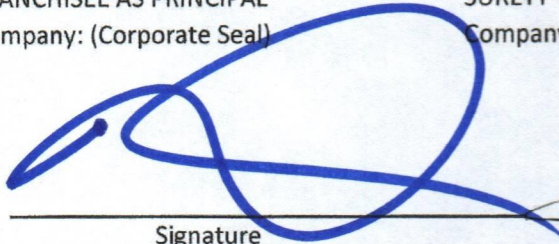
does hereby waive notice of any change, alteration, or addition to the terms of the franchise or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the CITY all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the CITY sustains because of FRANCHISEE's failure to faithfully perform and comply with all of the terms and conditions set forth in the Franchise Agreement and the City's Code of Ordinances, and any other applicable law, ordinance or resolution governing the issuance of the franchise, and FRANCHISEE's obligations thereunder, up to the maximum amount of the BOND.
3. In the event that the FRANCHISEE defaults in the performance of any of the terms and conditions set forth in the Franchise Agreement or the City's Code of Ordinances, and any other applicable law, ordinance or resolution governing the issuance of the franchise, and FRANCHISEE's obligations thereunder, the CITY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.
4. In the event that the FRANCHISEE defaults in the performance of any of the terms, covenants, or conditions of the Franchise Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.
5. In the event there is a failure to perform the conditions of this obligation, the CITY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the CITY may do so without joining the FRANCHISEE in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the FRANCHISEE, and this BOND shall remain a continuing obligation on the part of the SURETY and the FRANCHISEE until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.
6. It is understood and agreed that the obligation of the FRANCHISEE under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the FRANCHISEE or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.
7. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state court of competent jurisdiction in Okaloosa County, Florida, and shall be instituted within the statute of limitations after the FRANCHISEE's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.
8. Notices to the SURETY, the CITY, and the FRANCHISEE shall be mailed or delivered to the addresses shown above.
9. The SURETY represents and warrants to the CITY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel, alter, or not renew this BOND without providing at least 180 days advance notice to the CITY.

FRANCHISEE AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

AXIS Insurance Company



Signature

Nathan Boyles

Printed Name

Managing Member

Title

August 15, 2023

Date



Signature

Laurie M. Crowley

Printed Name

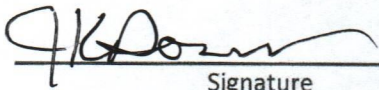
Attorney-in-Fact

Title

August 15, 2023

Date

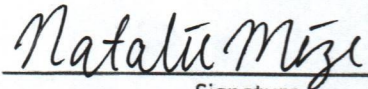
Witnesses:



Signature

Jennifer E. Dover

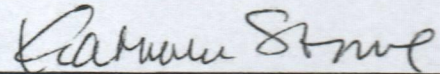
Printed Name



Signature

Natalie Mize

Printed Name



Signature

Kathaleen Stuve

Printed Name

Signature

Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

Patricia Lane Schmaltz - Florida License A234395

Printed Name

1300 N. Westshore Blvd., Suite 115 Tampa, FL 33607

Address

813.282.1965 / 800.845.8437

Phone

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.

POWER OF ATTORNEY

ASUR001003

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint AXIN-1020

Richard Zarandona, Victoria Szot, Scott Reis, and Laurie M. Crowley

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on April 1, 2016 and on January 10, 2020:

RESOLVED, that upon the recommendation of Richard Zarandona, Victoria Szot, Scott Reis and Laurie M. Crowley, acting singly, are hereby appointed as the Company's true and lawful Attorneys-in-Fact to make, execute, seal and deliver for and on behalf of the Company, as surety, bonds and undertakings, and any such documents required in connection with such bonds and undertakings, to be valid as though executed by the Company on its own behalf.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on July 12, 2013:

RESOLVED, that any Vice President, Surety, acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact to make, execute, seal and deliver for and on behalf of the Company, as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf, subject to the terms and conditions of the subject Brokerage Agreements.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 11th day of January, 2023.

Attested and Certified,
AXIS Insurance Company

By: 

Printed Name: Andrew M. Weissert

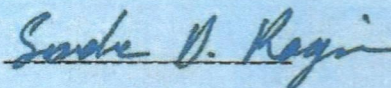
Title: Senior Vice President

[Company Seal]

STATE OF
COUNTY OF

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company to me known to be the individual and officer described herein, who acknowledged that they being duly authorized signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

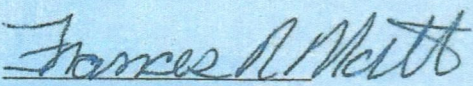
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



CERTIFICATION

I, Frances R. Mathis, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney dated January 11, 2023 on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected officer of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 15th of August 2023

By: 

Printed Name: Frances R. Mathis

Title: Assistant Secretary

[Company Seal]

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

PATRICIA LANE SCHMALTZ

License Number : A234395

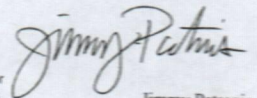
Resident Insurance License

- 0120 - SURPLUS LINES
- 0215 - LIFE INCL VAR ANNUITY & HEALTH
- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

04/26/1990
11/23/1994
05/18/1983

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fids.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida



Staff Report

CITY COUNCIL MEETING DATE: April 13, 2026

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE:
SUBJECT: City Manager Updates

BACKGROUND:

DISCUSSION:

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

Staff respectfully requests a motion

Attachments

None