



CITY OF CRESTVIEW

OFFICE OF THE CITY CLERK

P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536

Phone # (850) 1560 Fax # (850) 682-8077

February 24, 2020

6:00 PM

Council Chambers

REGULAR COUNCIL MEETING

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. Presentations by Mayor JB Whitten

5.2. EDC Quarterly Presentation - Nathan Sparks

5.3. Presentation of Recreation Sponsorship

6. Consent Agenda

7. Resolutions

7.1. Resolution 20-05 Changes to the Council Rules

8. Public Hearings - Ordinances on Second Reading

8.1. Ordinance 1739 - Rencich Rezoning

8.2. Ordinance 1741 - Linc Grant Comprehensive Plan Amendment

8.3. Ordinance 1742 - Linc Grant Rezoning

8.4. Ordinance 1743 - Magnolia Creeks Comprehensive Plan Amendment

8.5. Ordinance 1744 - Magnolia Creeks Rezoning

8.6. Ordinance 1745 - McKinnie Annexation

8.7. Ordinance 1746 - McKinnie Comprehensive Plan Amendment

8.8. Ordinance 1747 - McKinnie Rezoning

9. Ordinances on First Reading

10. Action Items

10.1. Environmental Center Demolition and Removal

10.2. Foxwood Purchase Agreement

10.3. Discussion of Cannabis Ordinance

10.4. Set Executive Session

11. Comments from the Audience

12. City Clerk Report

12.1. Discussion of City Manager Evaluation

13. City Manager Report

14. Comments from the Mayor and Council

15. Adjournment

Note: The Reports 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 Item are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The Card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. If any person decides to appeal any decision made by the City Council 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 City Council of the City of Crestview, Florida does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation as provided for in the American With Disabilities Act to insure access to and participation in the meeting should contact the Office of the City Clerk at (850)682-1560 prior to the meeting to make appropriate arrangements.

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: February 24, 2020

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Elizabeth Roy, City Clerk
DATE: 2/20/2020
SUBJECT: EDC Quarterly Presentation - Nathan Sparks

BACKGROUND:

Each Quarter representatives from the Economic Development Council (EDC) presents an update to the Crestview City Council.

DISCUSSION:

This presentation contains updated information from the EDC.

The presentation will be given by Mr. Nathan Sparks with time at the conclusion for questions from the City Council.

GOALS & OBJECTIVES

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

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

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no Financial Impact to the City of Crestview.

RECOMMENDED ACTION

No Action required.

Attachments

1. Crestview - Q3-Q4 2019 Update
2. Crestview Feb 2020 EDC Update_Pie Charts

MEMORANDUM

Date: February 13, 2020
To: Betsy Roy, City Clerk, City of Crestview
From: Nathan Sparks, Executive Director, EDC of Okaloosa County
Subject: Q3-Q4 2019 EDC Update

The Economic Development Council of Okaloosa County greatly appreciates our long-standing partnership with the City of Crestview and we are pleased to provide the following update for consideration by the Crestview City Council. I look forward to answering any questions when I appear before Council on February 24.

Organizational Update

- The EDC welcomed Auburn Water System, HBI, Main Street Crestview Association, ATC Group Services, SimpleHR and Radiance Technologies as new investors during the September – December timeframe.

Marketing Initiatives

- Hosted the EDC's 3rd Annual TeCMEN (Technology Coast Manufacturing & Engineering Network) Industry Day on August 29 at the Emerald Coast Convention Center. The full day technology and manufacturing showcase featured 45 exhibitors, educational workshops and noteworthy speakers / panelists from organizations including Enterprise Florida, Boeing and the UWF Center for Cybersecurity among others.
- Participated in a regional presentation designed to spotlight NW Florida's economic development assets at Enterprise Florida's Orlando headquarters in October.
- Attended the Gulf Coast Aerospace Alliance's Annual Conference in Orlando in October. A four state initiative (AL, MS, FL, LA), the Alliance is dedicated to promoting the region as one of the world's preeminent aerospace corridors.
- Exhibited at the NDIA Air Armament Symposium held at the Emerald Coast Convention Center in November.
- Traveled to Atlanta in December for meetings with Atlanta area site consultants representing multiple industry sectors and focal areas.
- Participated in the Site Selectors Guild Northwest Florida Advisory Forum in Pensacola in December.

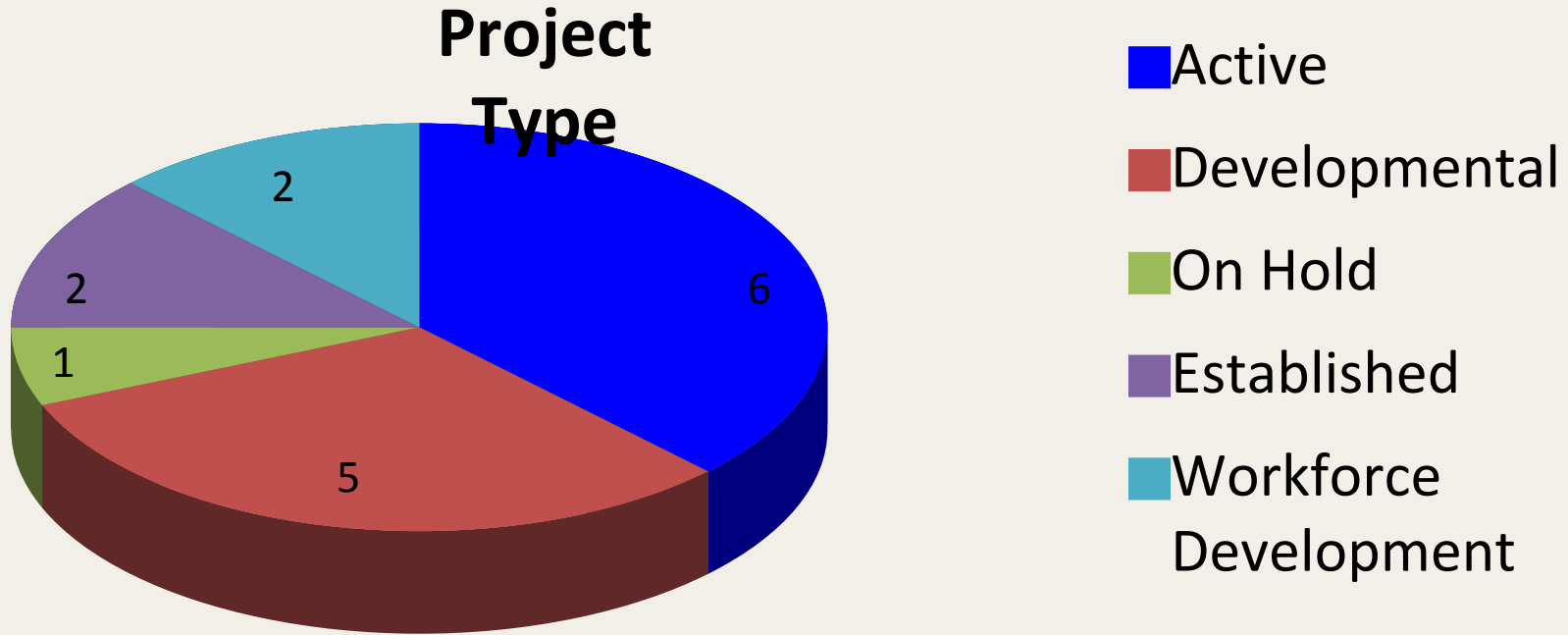
Strategic Initiatives

- Under the EDC's Tri-County Community Partnership Initiative (TCPI), an effort designed to incubate innovative partnership projects between military installations and communities within Santa Rosa, Okaloosa and Walton Counties, stood up two new Work Groups – Resiliency and Workforce Housing. The Workforce Housing initiative is particularly timely and relevant to both military and civilians alike.
- Supported efforts of Eglin AFB and Okaloosa County to begin area wide planning in the vicinity of Eglin's West Gate. A key component of what is being termed as "NexGen Eglin", an RFQ for a planning study will be issued by Okaloosa County later this year.
- Undertook legislative advocacy for the renewal of Florida's Qualified Target Industry (QTI) tax refund incentive program. As it stands at present, this proven performance-based incentive program is due to sunset in June.
- Formalized the EDC's Business Expansion Support Team (BEST), with representatives from CareerSource Okaloosa Walton, UWF, Northwest Florida State College, Okaloosa Technical College, Okaloosa County School District CTE, Rocky Bayou Christian School, Gulf Power, CHELCO / PowerSouth and Okaloosa Gas District. The group is actively conducting in-person existing industry surveys of businesses in the aerospace, manufacturing and defense sectors through March. A number of these businesses are in greater Crestview.
- Welcomed new EDC Director of Business Expansion Kevin Lovelace to the team. Kevin is a long-time economic development professional with a track record of success.
- Welcomed new leadership to the EDC in October. The FY 2020 Officers Slate includes:
 - Chair – Katie Sharon, BBVA
 - Vice Chair – Lee Lewis, AVCON
 - Treasurer – Ron Whitfield, ResortQuest by Wyndham
 - Secretary – Leslie Sheekley, Hand Arendall Harrison Sale
 - Immediate Past Chair – Glenn Scharf, Saltmarsh Cleaveland & Gund

Announcements & Project Activity

The EDC was pleased to announce that Race Chip opted to relocate their US Headquarters from Brea, California to Okaloosa County in November. This German-owned company is a global leader in the automotive performance sector, specializing in automotive chip tuning. The company has opted to share space with Emerald Coast Motorsports, located at 50 Hill Avenue in the Fort Walton Beach Commerce & Technology Park.

Meanwhile, the EDC's continued emphasis on marketing the community's economic development assets has resulted in consistent project activity, with 16 active projects currently in the pipeline. The attached graphs provide insight into the specific sectors and numbers of jobs represented within the EDC's current project pipeline.



Active: visit has occurred or been scheduled.

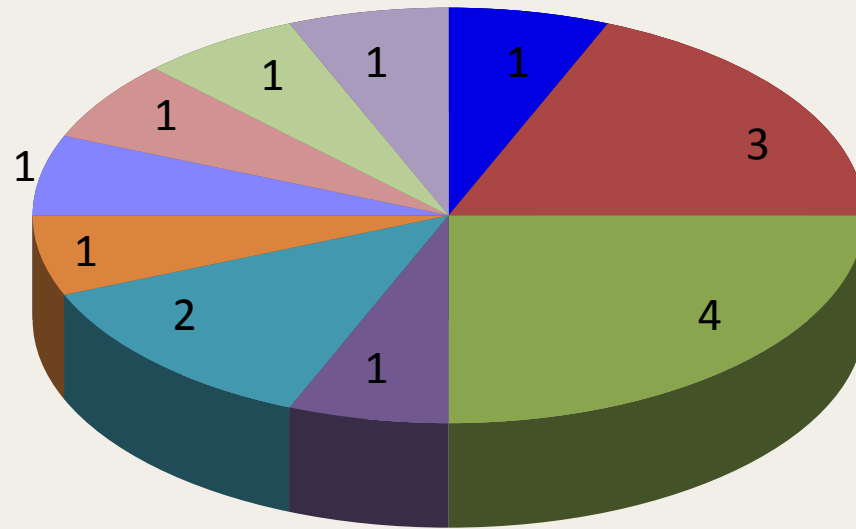
Developmental: information has been provided to company.

On-Hold: Information has been provided, but project has paused,

Established: Announced a location in Okaloosa County.

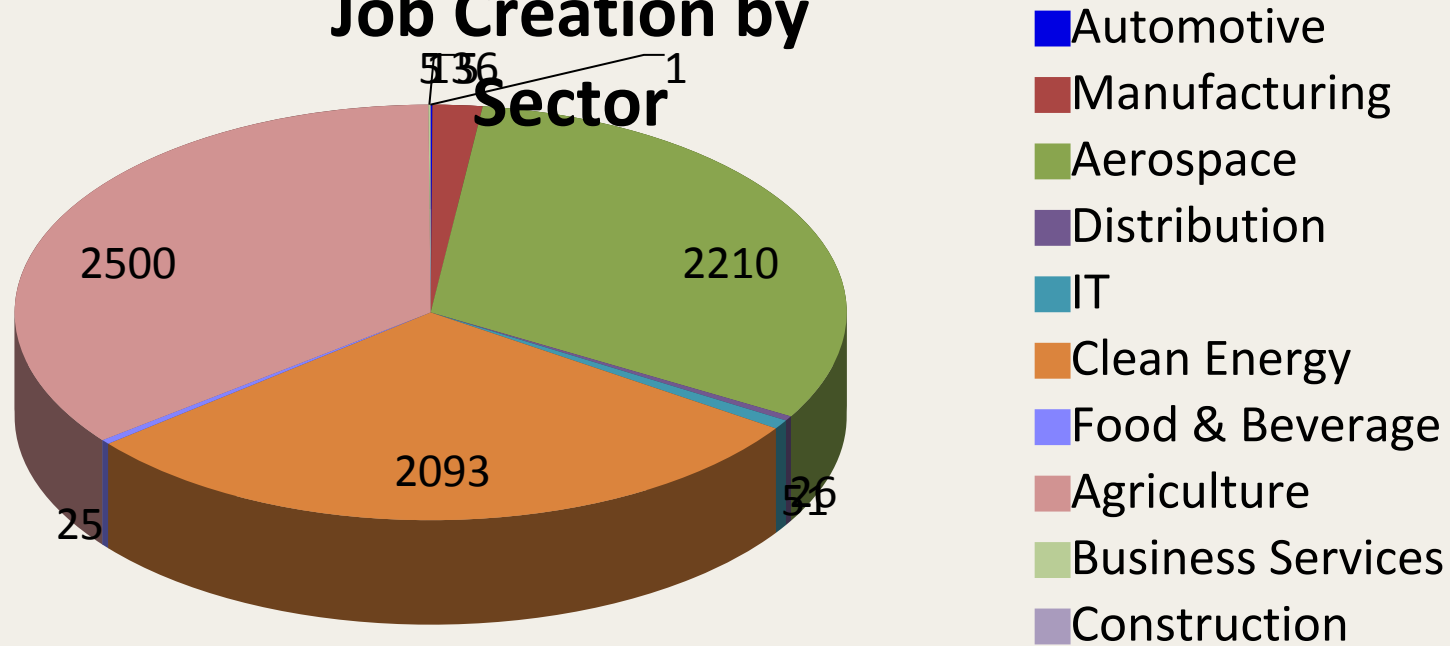
Workforce Development: partners engaged for training, etc.

Industry Sector



- Automotive
- Manufacturing
- Aerospace
- Distribution
- IT
- Clean Energy
- Food & Beverage
- Agriculture
- Business Services
- Construction

Job Creation by Sector



Automotive: 5
Manufacturing: 5
Aerospace: 2210
Distribution: 26
IT: 51
Clean Energy: 2093

Food & Beverage: 25
Agriculture: 2500
Business Services: 5
Construction: 1 (Unknown)



Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Elizabeth Roy, City Clerk
DATE: 2/20/2020
SUBJECT: Resolution 20-05 Changes to the Council Rules

BACKGROUND:

In a recent meeting with the City Manager, Mayor, City Clerk and City Attorney to discuss council meeting proceedings, the topic of quasi judicial proceedings came up. This discussion resulted in a review of the Council Rules.

The Council Rules are adopted by resolution by the City Council to establish a standard protocol for calling and conducting meetings.

DISCUSSION:

The changes provided in this recommendation include changes to the agenda format to increase efficiency, clarification on investigations, communications and site visits for quasi judicial actions and several other minor scrivener's changes.

Changes to the CRA agenda format will be accomplished at the Next CRA regular meeting.

The Agenda order being presented is being used in this evening's agenda to determine if the Council approves of the new flow.

GOALS & OBJECTIVES

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

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

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

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no financial impact to the City of Crestview.

RECOMMENDED ACTION

Staff respectfully requests that the City Council adopt Resolution 20-05

Attachments

None

RESOLUTION: 2020-5

RESOLUTION NO. 20-05

**A RESOLUTION OF THE CITY COUNCIL OF
CRESTVIEW, FLORIDA, AMENDING THE CITY
COUNCIL RULES OF PROCEDURE
RESOLUTION 13-12, AS AMENDED BY
RESOLUTION 13-17, AS AMENDED BY
RESOLUTION 15-09, AS AMENDED BY
RESOLUTION 16-03, AS AMENDED BY
RESOLUTION 16-12, AS AMENDED BY
RESOLUTION 16-18, AS AMENDED BY
RESOLUTION 19-21, CRESTVIEW CITY
COUNCIL RULES AND PROCEDURES, SECTION
THROUGH OUT; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Crestview City Council Rules and Procedures as approved in Resolution 13-12; amended by Resolution 13-17; amended by Resolution 15-09; amended by Resolution 16-03, amended by Resolution 16-12; amended by Resolution 16-18; and further amended by Resolution 19-21; and:

WHEREAS, Certain changes in regards to meeting procedures has been determined to be needed, and:

WHEREAS, Resolution 19-21 needs to be amended to reflect such changes.

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

SECTION I.

The *Crestview City Council Rules and Procedures* shall be amended as per Section II. (Underlined text designates additions; ~~stricken~~ text designates deletions.)

SECTION II.

3.16 Ex Parte Communications:

1. The substance of any ex parte communication with a local public official which relates to quasi-judicial action pending before the official is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before final action on the matter.

2. A local public official may read a written communication from any person. However, a written communication that relates to quasi-judicial action pending before a local public official shall not be presumed

prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter.

3. Local public officials may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the record before final action on the matter.

4. Disclosure made pursuant to subparagraphs 1., 2., and 3. must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication. This subsection does not subject local public officials to part III of chapter 112 for not complying with this paragraph.

4.5 Emergency Meetings: Emergency meetings may be held on the call of the Mayor, ~~President~~ , Mayor Pro Tem, or City Manager, or any three (3) Councilmembers whenever there is a public emergency and whenever practicable, upon no less than one (1) hours' notice to each Councilmember and the local news media.

6.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

Call to Order;

Invocation and Pledge of Allegiance;

Opening of the meeting

Approval of Agenda

Special Presentations

~~Reports & Presentations~~ Presentations and Reports

~~Approval of Minutes;~~

~~Public Hearings;~~

~~Public Opportunity on Council propositions~~

~~(Subject to limitations provided in Sec. 286.0114(3)(a) Florida Statutes);~~

Consent Agenda; To Include Minutes approval

Resolutions

~~Ordinances on First Reading~~ Public Hearings/Ordinances on Second Reading

~~Ordinances on Second Reading~~ Ordinances on First Reading

Action Items

Comments from Audience

(any unscheduled presentations will be heard here)

~~Comments from Mayor and Council~~

City Clerk Report

City Attorney Report

City Manager Report

Comments from Mayor and Council

Adjournment

Public comments on Agenda Items will be included in each category of the agenda, and will be addressed by the presiding Officer.

6.2 Agenda: The order of business of each regular meeting shall be as contained in the Agenda. The Agenda shall be a listing by topic, of subjects to be considered by Council. A request to be on the agenda shall be presented in the prescribed form to the City Clerk or the City Manager ~~Administrative Assistant to the Council~~, at least 2 weeks prior to the scheduled meeting. All documentation for agenda items will be due by the Wednesday, 12 days prior to the meeting. Presentations from the public are addressed in section 8.2.

6.3 Presentation by Mayor, Councilmembers and City Attorney: The Agenda shall provide times when the Mayor, Councilmembers, City Manager, City Clerk and City Attorney may bring before the Council any business that he or she feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda but may be acted upon by an extraordinary vote of the Councilmembers present and eligible to vote on the matter. Except in instances where extraordinary conditions are necessitated, the Mayor, Councilmembers, City Clerk, and City Attorney shall notify the City Manager of forthcoming agenda topics in keeping with the above deadlines and strive to supply backup materials for timely distribution with the agenda packets.

6.4 Consent Agenda: The Consent Agenda may be used to handle routine matters on the agenda expeditiously. There is no separate discussion of these items unless the Mayor, a Councilmember, or member of the public requests an item be removed for consideration in its normal sequence on the agenda. The approval of the Consent Agenda is usually handled in one motion from the Council table, "I move that the Consent Agenda, (item numbers may be included) be approved; or if items are to be removed, "for good cause" or "discussion", a typical motion might be, "I move that we approve the Consent Agenda items __ through __ with the exception of item ____." The approval of minutes from previous meetings will be a part of the consent agenda.

7.1 Requests for Ordinances, Resolutions or Opinions: Any Councilmember may request the City Attorney, City Manager, City Clerk or a Department Head prepare or have prepared a proposed ~~an~~ ordinance or resolution. The City Attorney may assist the City Manager, City Clerk or a Department Head in the preparation of a proposed ordinance or resolution. Any Councilmember, Mayor, City Manager, City Clerk or Department Head may request a legal opinion of the City Attorney.

8.3 Addressing the Council -- Public Opportunity on Council Propositions: Any person desiring to address the Council by oral communication regarding Council propositions on the agenda, shall complete and deliver a Speaker Request Card to the City Manager or City Clerk then secure the permission of the Presiding Officer and will be recognized ~~under Public Participation on Council Propositions where that item occurs on the agenda~~ at the time the item appears on the agenda. A speaker card is not required to speak on an item, but those providing the card will be given the first opportunity.

8.4 Addressing the Council — Comments from Audience: Any person desiring to address the Council by oral communication shall complete and deliver a Speaker Request Card to the City Manager or City Clerk then secure the permission of the Presiding officer and will be recognized under "Comments from the Audience" where that item occurs on the agenda. A speaker card is not required to speak, but those providing the card will be given the first opportunity.

8.5 Addressing the Council — Public Opportunity on Public Hearings: Any person desiring to address the Council regarding Public Hearings, on the agenda, by oral communication shall complete and delivery a Request to Speak Card to the City Manager or City Clerk then secure the permission of the Presiding Officer and will be recognized under "Public Hearings" where that item occurs on the Agenda. A speaker card is not required to speak, but those providing the card will be given the first opportunity.

8.6 Manner of Addressing the Council -- Time Limit: Each person addressing the Council shall approach the microphone, shall give his or her name and address and the organization or group they represent if any, in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit their address to three (3) minutes. All remarks shall pertain to City business and shall be addressed to the Council as a body, and not to any Councilmember thereof. No person, other than Councilmembers or the Mayor, and the persons having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked of the Councilmembers or staff, except through the Presiding Officer.

9.1 Suspension of Rules: Any provision of these rules not governed by the City Charter, State Statute, or City Code may be temporarily suspended by a vote of a majority of all the Councilmembers.

9.2 Amendment of Rules: These rules may be amended, or new rules adopted, by a majority vote of the full membership of the Council, ~~provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.~~

SECTION III.

This Resolution shall become effective upon adoption by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE ____ DAY OF _____, 2020.

ATTEST: _____

J B WHITTEN, Mayor

ELIZABETH ROY, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 2/20/2020
SUBJECT: Ordinance 1739 - Rencich Rezoning

BACKGROUND:

AA Tactical, Inc., property owner, applied for a zoning change of a ±0.44-acre parcel of land located in Section 17, Township 3 North, Range 23 West, Okaloosa County, Florida. The parcel identification number is 17-3N-23-2490-0003-015A in the public records of Okaloosa County.

The LPA recommended approval on January 21, 2020.

DISCUSSION:

Staff provided a complete evaluation of the request. The details of this evaluation are found in the attached staff report.

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.

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.

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

FINANCIAL IMPACT

Adoption of Ordinance 1739 will have very little financial impact on the City.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1739 on second reading.

Attachments

1. Planning Staff Report - Rencich
2. 2020-0121 LPA Minutes - Rencich

ORDINANCE: 1739

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 0.44 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 17, TOWNSHIP 03 NORTH, RANGE 23 WEST, FROM THE COMMERCIAL (C-1) ZONING DISTRICT TO THE COMMERCIAL (C-2); 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 0.44 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 0.44 acres, more or less, being formerly zoned Commercial (C-1), is hereby rezoned to Commercial (C-2) to wit:

PIN # 17-3N-23-2490-0003-015A

PARCEL

A PARCEL OF LAND ("the LAND") LOCATED IN SECTION 17, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 15, AND THE WESTERLY 70 FEET OF THE SOUTHERLY 65 FEET OF LOT 14, BLOCK 3, TOWN OF CRESTVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 72, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

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. The effective date of this Ordinance shall be the day of adoption on second reading by the City Council.

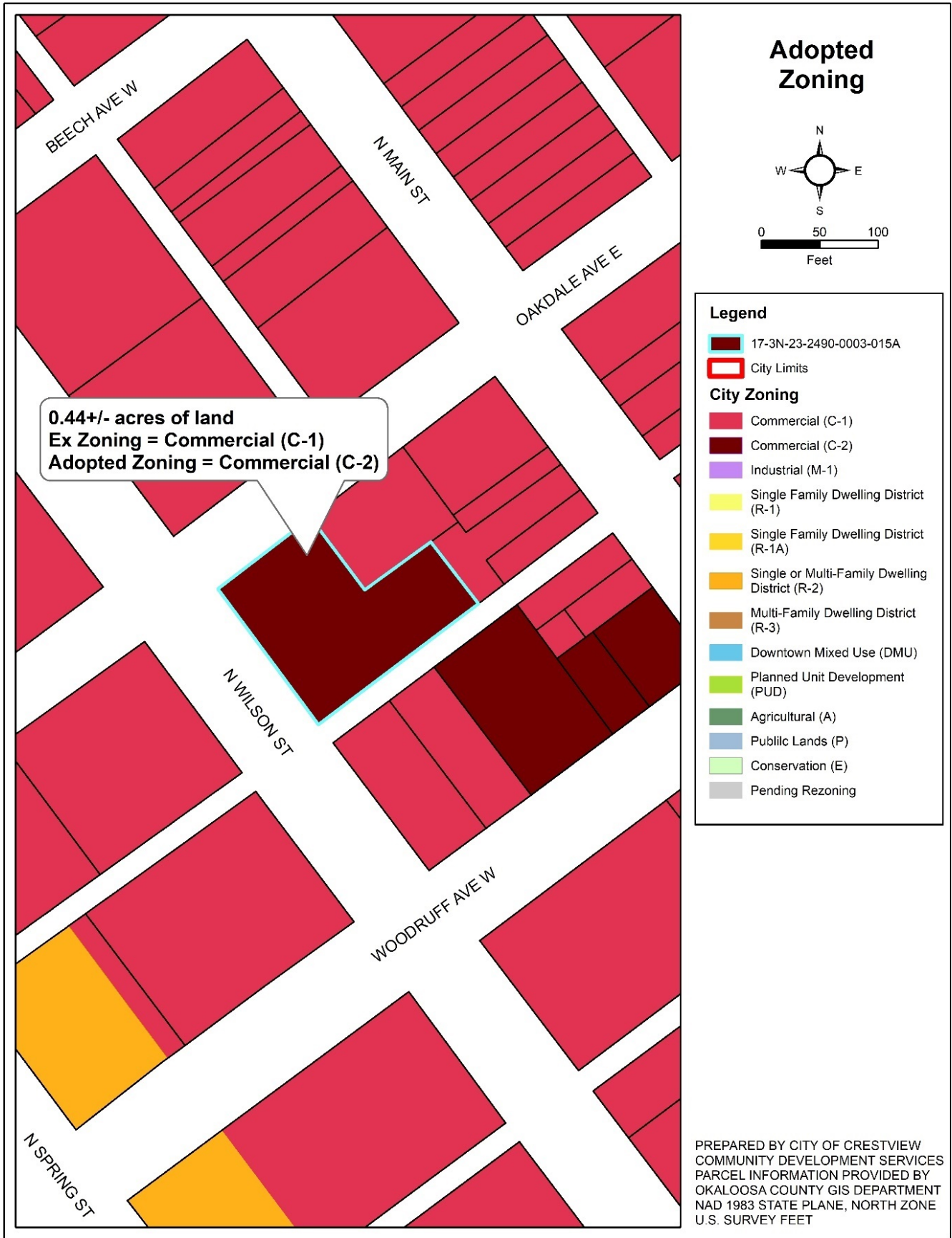
**PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW,
FLORIDA ON THE _____ DAY OF _____, 2020.**

ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN
Mayor





PLANNING AND ZONING STAFF REPORT TO THE LOCAL PLANNING AGENCY AND CITY COUNCIL

PROJECT NAME: 195 Oakdale Avenue, Zoning Change
SUBMITTED TO: This document shall serve as the Local Planning Agency and City Council staff report for the requested actions.
AGENDA DATE: LPA – January 21, 2020; City Council Feb 10, 2020; Feb 24, 2020
AMENDED DATE:
ORDINANCE NUMBER(S): 1739

1. References Reviewed and Applied

- a. Crestview Code of Ordinances, Current Edition
- b. Crestview Comprehensive Plan, Current Edition
- c. Florida Statutes, Current Edition

2. Background Information

- a. **Property Owner:** AA Tactical Inc.
- b. **Authorized Agent:** N/A

c. Property Information:

<i>Area:</i>	0.44 Acres
<i>Location:</i>	The subject property is situated in Section 17, Township 3 North, Range 23 West, Okaloosa County, Florida. The subject property has an address of 195 Oakdale Ave.
<i>PIN#:</i>	The parcel is identified under Parcel Number <u>17-3N-23-2490-0003-015A</u> in the Public Records of Okaloosa County.

3. Requested Action

- a. The property owner has submitted applications requesting:
 - 1) A change to the **Zoning designation**.
- b. The application requests the assignment of **Downtown Commercial District (C-2)** Zoning designation be placed on the property.
- c. The property is currently developed as a commercial retail space and the applicant intends to use the property as a restaurant type space.

4. Analysis of Requested Action

- a. Requested Zoning Change conflict with any applicable provisions of the Comprehensive Plan or the Land Development Code:

- 1) The current Future Land Use classification for this parcel is Downtown Mixed Use (DMU) and it carries the Commercial (C-1) zoning designation.
- 2) The Future Land Use Categories, Zoning Designations and the existing use of the surrounding properties are as follows:

Direction	FLU	Zoning	Existing Use
East	DMU	C-2	Office
South	DMU	C-1	Office
West	DMU	C-1	Church
North	DMU	C-1	Gym

b. Requested Future Land Use and/or Zoning Change conflict with existing land uses.

- 1) The subject parcel is surrounded by commercial development.
- 2) There is no perceived conflict with surrounding existing uses.

c. Requested Future Land Use and/or Zoning Change impact on Levels of Service.

- 1) *Transportation.*
 - i. Transportation impacts were not addressed in the application. The current use is a commercial and it will continue as such. There is no perceived additional impact.
- 2) *Potable Water and Waste Water.*
 - i. The City currently provides potable water and sanitary sewer to the property.
- 3) *Recreation and Open space.*
 - i. The requested Zoning change will have no measurable impact on the City's Recreation and Open space resources.
- 4) *Solid Waste.*
 - i. The requested actions will have a negligible impact on the City's solid waste service. There is more than adequate capacity to accommodate the demand which can be reasonably anticipated from approval of the requested actions.
- 5) *Stormwater Management.*
 - i. Stormwater impacts are not addressed in this application. The site is currently completely impervious, making use of City stormwater facilities.

d. Requested Zoning Change impact on Environmentally Sensitive Lands.

- 1) The parcel is currently developed with a commercial structure. Current GIS wetlands data indicates the absence of wetlands on the subject property.
- 2) The property lies within Flood Zone X, which is an area determined to be outside the 500-year floodplain, as per the FIRM Panel Number 12091C0165H, dated 12-6-02.
- 3) The application does not address the impact potential for any historically or archaeologically sensitive lands and there is no current record of existence onsite of either resource.

e. Specific City of Crestview Comprehensive Plan References:

Policy 7.A.2.2 – Because the amendment will serve to discourage urban sprawl.

Policy 7.A.6.3 – Because the amendment promotes infill development.

Policy 7.A.3.2 – Because the amendment is consistent with accepted planning principals and it represents efficiency of use of the property given its location relative to other uses.

Policy 16.A.1.5 – Because the amendment will be beneficial to existing commercial development, will encourage business retention and create a favorable business climate for existing businesses.

- f. The attached exhibits have been prepared to accurately depict the subject property.
Exhibit A) Aerial Photo of Subject Property / City Boundary Map
Exhibit B) Existing Use Map
Exhibit C) Existing Future Land Use Map
Exhibit D) Proposed Future Land Use Map
Exhibit E) Existing Zoning Map
Exhibit F) Proposed Zoning Map
- g. Proposed Development.
1) There is proposed development of a restaurant type business that will be part of a separate application process.

5.	Findings of Fact
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- a. The request for Zoning Change is consistent with the above references and will not be a detriment to the surrounding property.
- b. No adverse impacts to level of service standards nor to environmentally sensitive lands have been perceived.

6.	Conclusion and Recommendation
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- 1) The applicant has submitted the forms for Zoning Change of the property. The proposed actions satisfy the requirements of the City of Crestview's adopted Comprehensive Plan, and Land Development Code.
- 2) The associated zoning change should not pose a problem if supported by proper documentation and Council intent.
- 3) Please review the applications based on the characteristics of the site and surrounding area; the nature of the development, including the land use type and densities; and conformity of the development with the City's Comprehensive Plan, the City's Code of Ordinances and other applicable state and city regulations, in deciding the request.

Based on the analysis above and the findings of fact, staff recommends approval of the applications for Zoning Change.

Assigned Staff: Elgin A. Duley III (Trae), Planning Administrator

Received Public Comments:

- 1) None.

Exhibit A

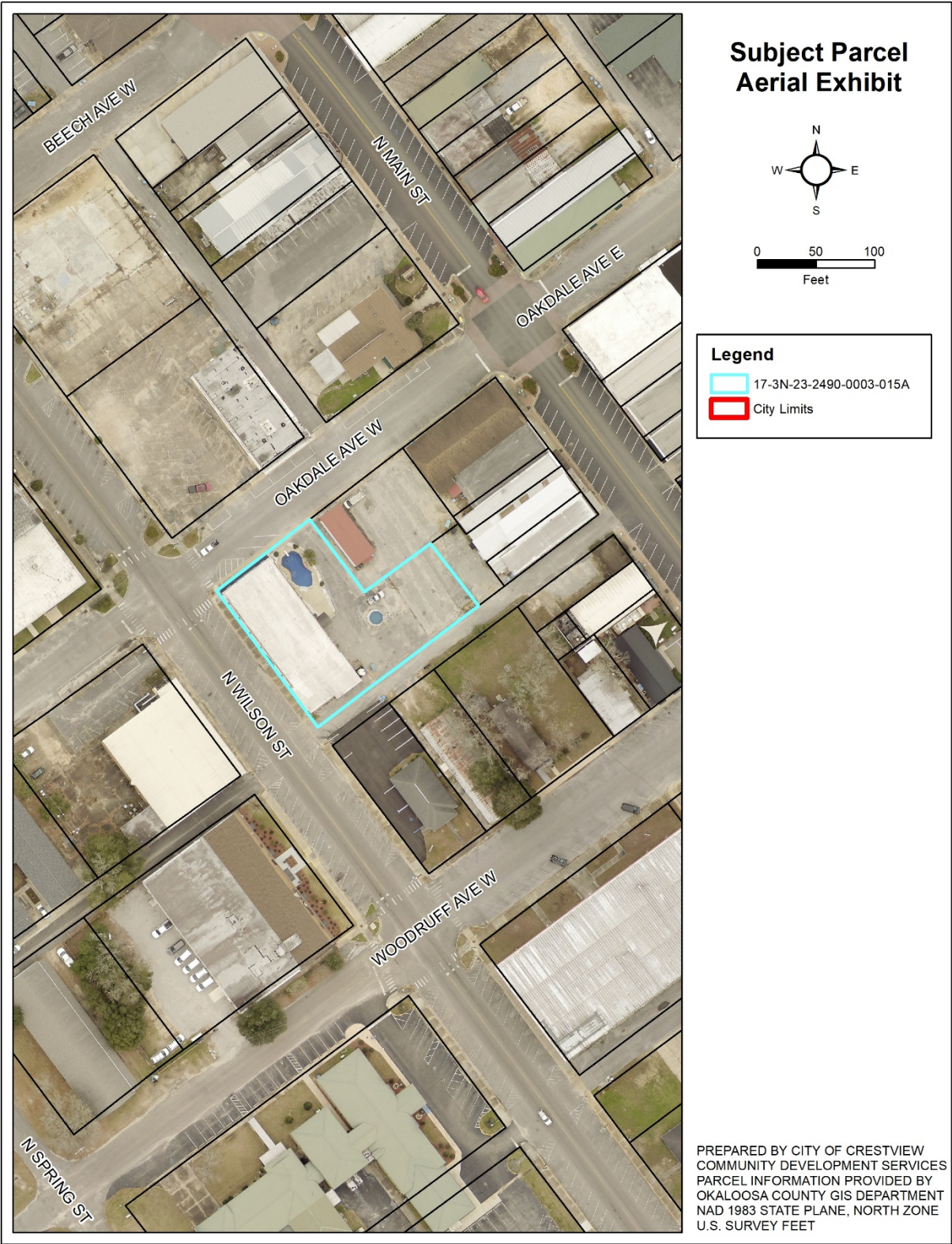


Exhibit B



Exhibit C

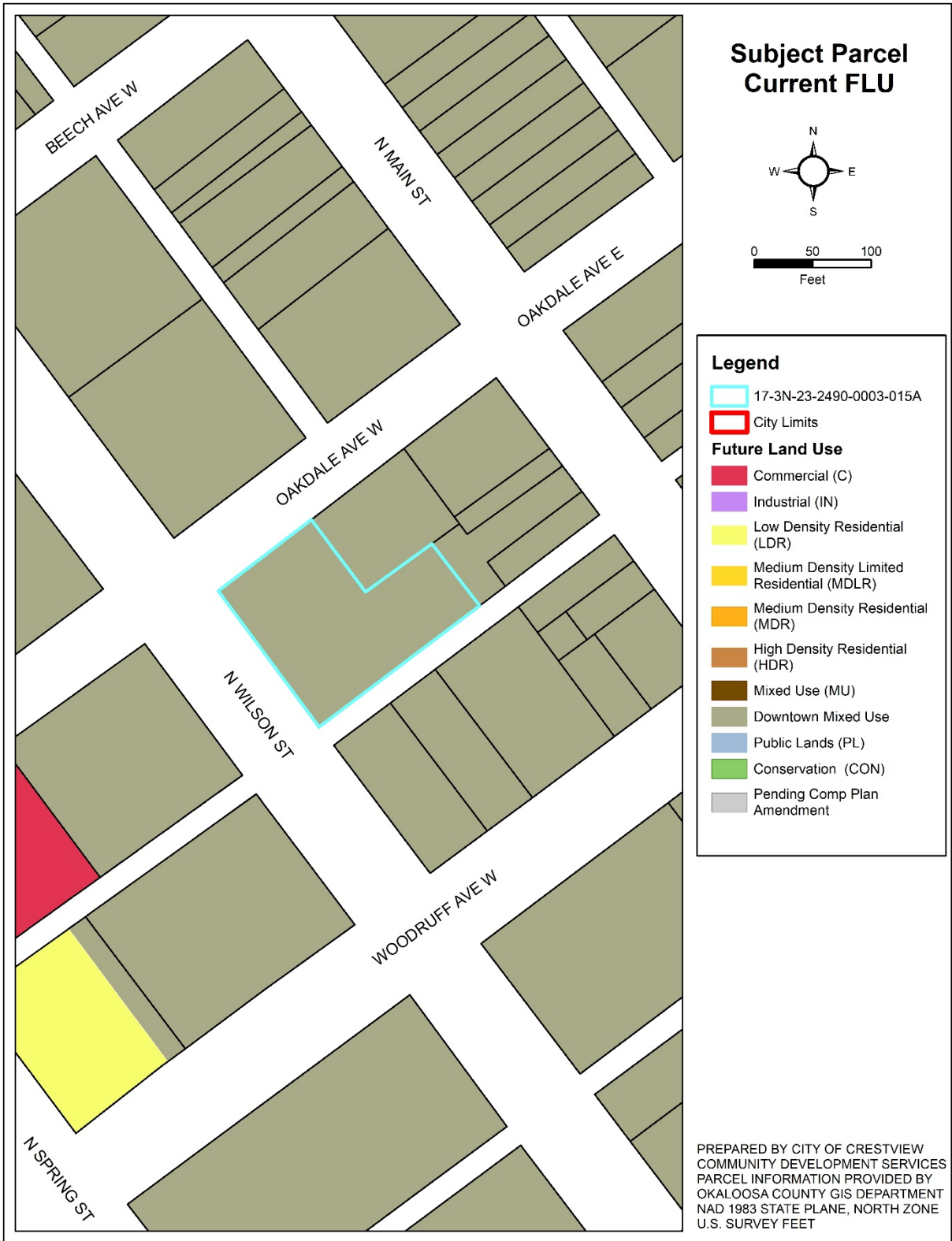


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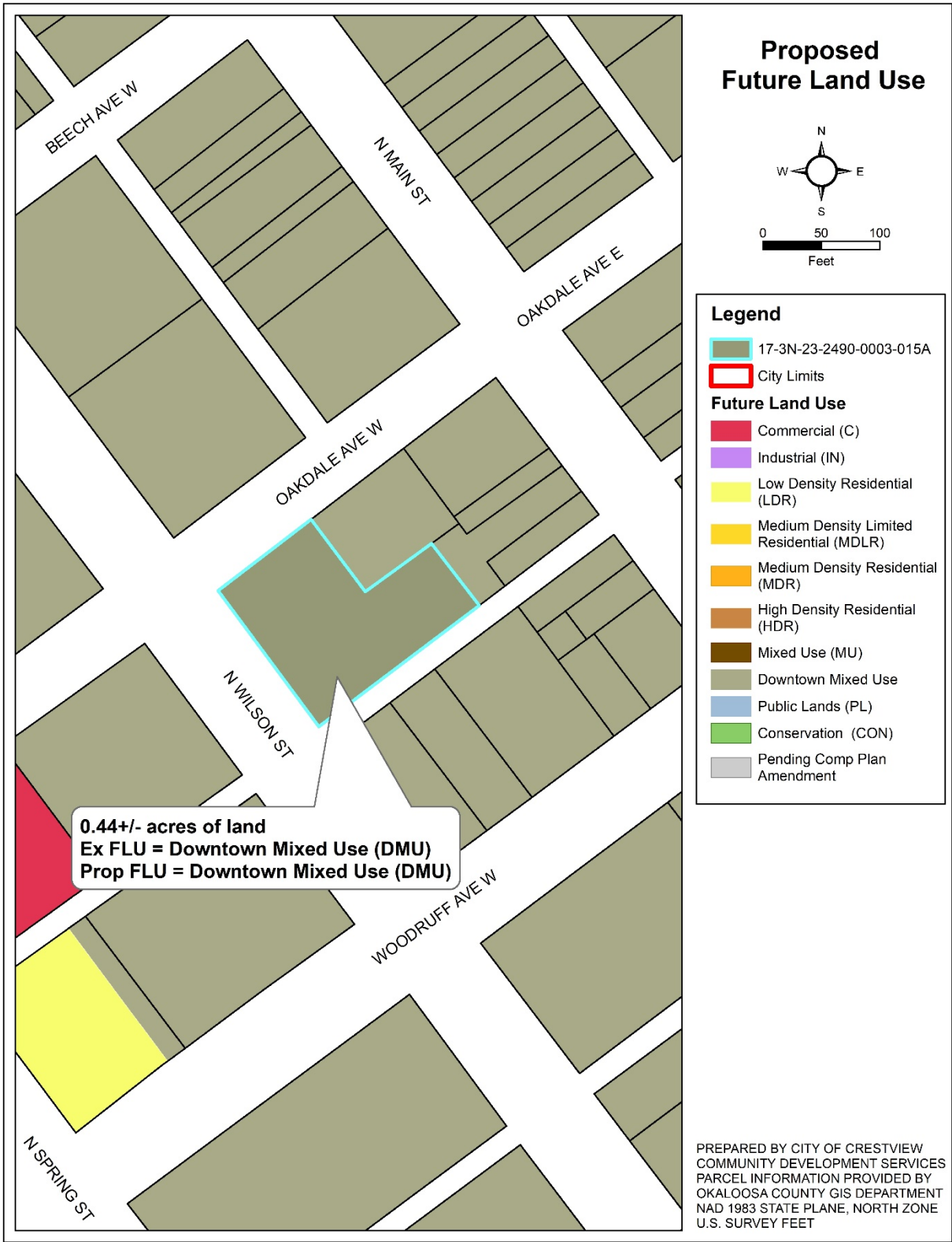


Exhibit E

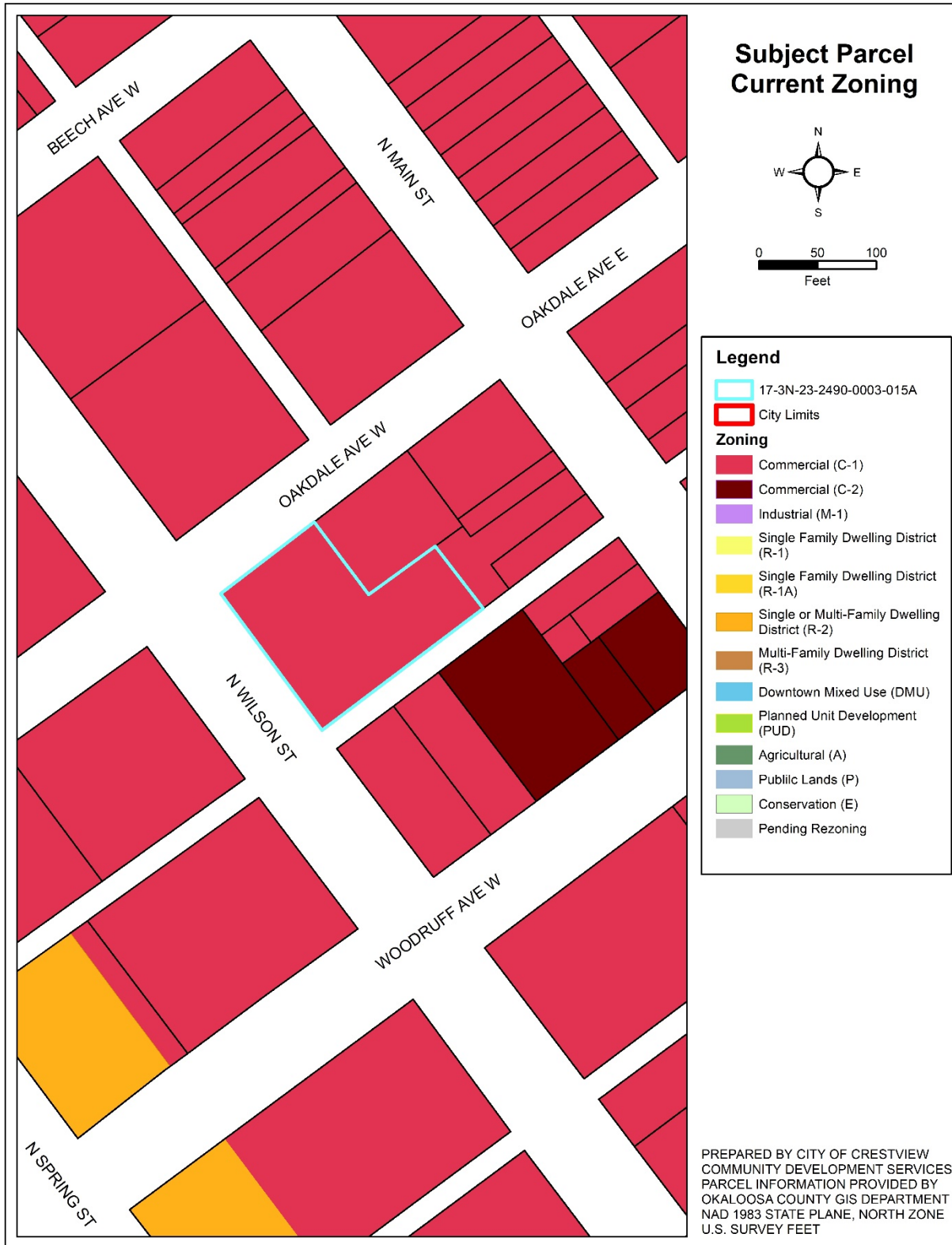
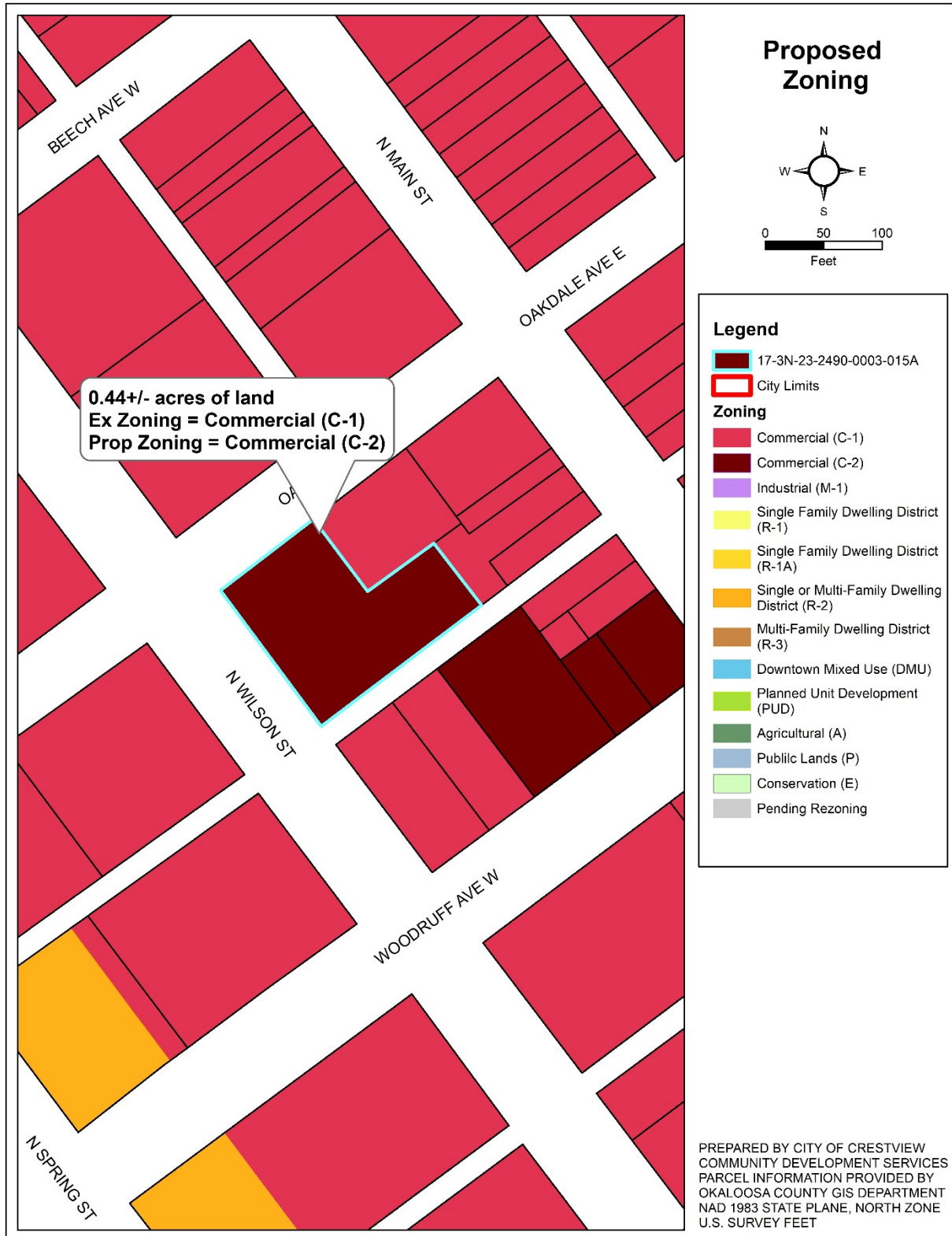


Exhibit F



Local Planning Agency Minutes
January 21, 2020
6:00 PM
Council Chambers

1. CONVENE

Mr. Conner called the meeting to order at 6:00 PM. He then called Ms. Roy to speak on the upcoming changes to the way the meetings will be presented. She notified the members that they would be receiving an email from her in the next week or two to attend training on CivicClerk. There will also be a short mock meeting prior to the next LPA meeting.

2. REVIEW

2.1. Ordinance 1739 - Rencich Rezoning

Mr. Duley presented the project. Mr. Haynes motioned to recommend approval and Mr. Carroll seconded. All voted in favor.

3. CONSIDER

Mr. Duley reminded the Board to watch their email for training on CivicClerk and pointed out the changes coming to the packet. He also wanted to make the Board aware of the new date, February 8, for the Economic Development Meeting at 2:00 and the Transportation Meeting at 3:30.

4. ADJOURN

Mr. Jones motioned to adjourn, and the meeting adjourned at 6:56.



Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 2/20/2020
SUBJECT: Ordinance 1741 - Linc Grant Comprehensive Plan Amendment

BACKGROUND:

Rogers And Grant, LLC, property owner, applied for a Comprehensive Plan Amendment to the Future Land Use Map for two parcels consisting of ±1.38 acres of land located at Carlton Street and Pine Avenue, generally being located in Section 17, Township 3 North, Range 23 West, Okaloosa County, Florida.

The LPA recommended approval on January 21, 2020.

DISCUSSION:

Staff provided a complete evaluation of the request, the details of this evaluation are found in the attached staff report.

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.

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.

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

FINANCIAL IMPACT

Adoption of Ordinance 1741 could have a small positive impact on the city when the land is developed.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1741 on second reading.

Attachments

1. Planning Staff Report - Grant Property
2. 2020-0121 LPA Minutes - Linc Grant

ORDINANCE: 1741

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM LOW DENSITY RESIDENTIAL (LDR) AND COMMERCIAL (C) FUTURE LAND USE CATEGORY TO MEDIUM DENSITY RESIDENTIAL (MDR) FUTURE LAND USE CATEGORY ON APPROXIMATELY 1.38 ACRES, MORE OR LESS, IN SECTION 17, TOWNSHIP 03 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Section 2 of the City Charter, §163.3187 F.S., §166.021 F.S., §166.041 F.S. and the adopted Comprehensive Plan.

SECTION 2. FINDINGS OF FACT. The City Council of the City of Crestview finds the following:

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Low Density Residential (LDR) AND Commercial (C) Future Land Use Category to the Medium Density Residential (MDR) Future Land Use Category on a parcel of land containing 1.38 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

SECTION 3. PURPOSE. The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020" as described in Section 4.

SECTION 4. FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of two parcels containing approximately 1.38 acres of land, more or less, from Low Density Residential (LDR) and Commercial (C) to Medium Density Residential (MDR). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 1.38 acres, more or less, are known as

Parcels 17-3N-23-2490-0160-0050 and 17-3N-23-2490-0160-0010, and are commonly described as:

PARCEL: 17-3N-23-2490-0160-0050

A PARCEL OF LAND ("the LAND") LOCATED IN SECTION 17, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 5, 7 AND 8, BLOCK 160, AND THE SOUTH ½ OF ADJACENT VACATED ALLEY NORTH OF LOT 5, AND VACATED ALLEY BETWEEN LOTS 5, 7 AND 8, TOWN OF CRESTVIEW, PER ORDINANCE #1442 VACATING ALLEYWAYS OF BLOCK 160 RECORDED IN OFFICIAL RECORDS BOOK 2960, PAGE 1978 AND ACCORDING TO PLAT, THEREOF ON FILE IN PLAT BOOK 1, PAGES 72 AND 72 A, OF THE PUBLIC RECORDS, OKALOOSA COUNTY, FLORIDA.

PARCEL: 17-3N-23-2490-0160-0010

A PARCEL OF LAND ("the LAND") LOCATED IN SECTION 17, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 AND 2, BLOCK 160, AND THE NORTH ½ OF THE VACATED ALLEY LYING SOUTH OF AND ADJACENT TO SAID LOTS, TOWN OF CRESTVIEW, PER ORDINANCE #1442 VACATING ALLEYWAYS OF BLOCK 160 RECORDED IN OFFICIAL RECORDS BOOK 2960, PAGE 1978 AND ACCORDING TO PLAT, THEREOF ON FILE IN PLAT BOOK 1, PAGES 72 AND 72 A, OF THE PUBLIC RECORDS, OKALOOSA COUNTY, FLORIDA.

The Medium Density Residential (MDR) Future Land Use Category is hereby imposed on Parcels 17-3N-23-2490-0160-0050 and 17-3N-23-2490-0160-0010. Attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcels 17-3N-23-2490-0160-0050 and 17-3N-23-2490-0160-0010 thereon.

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

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

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

SECTION 8. REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All

Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9. EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the amendment in compliance with §163.3184, F.S.

PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW,

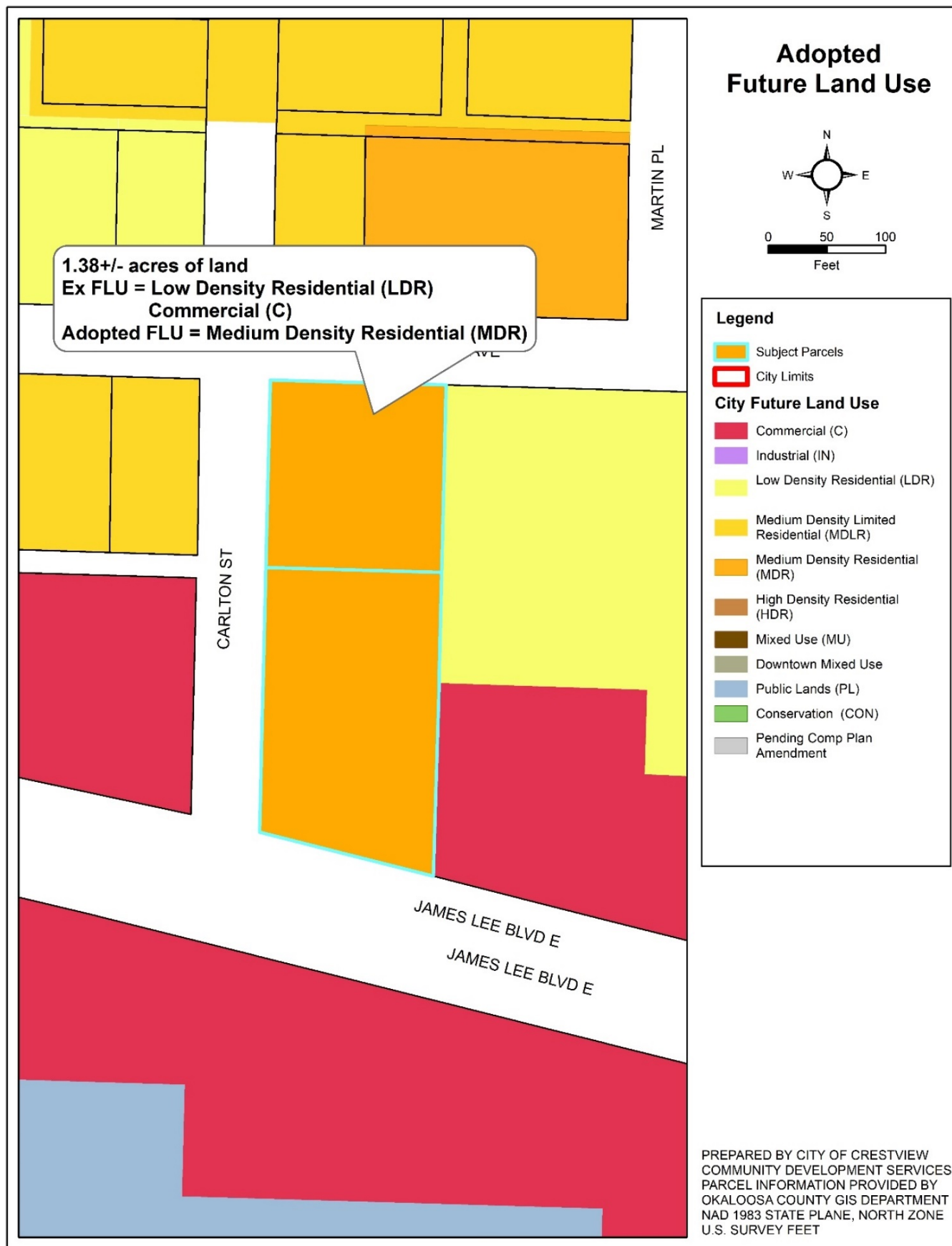
FLORIDA ON THE _____ DAY OF _____, 2020.

ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN
Mayor





PLANNING AND ZONING STAFF REPORT TO THE LOCAL PLANNING AGENCY AND CITY COUNCIL

PROJECT NAME: Carlton St. Comprehensive Plan Amendment and Zoning Change

ORDINANCE NUMBER(S): 1741 Comp (small scale)
1742 Rezone

AGENDA DATE: LPA – Public Hearing: January 21, 2020
City Council – First Reading: February 10, 2020
City Council – Second Reading & Public Hearing: February 24, 2020

LAST AMENDED DATE:

1. Reviewed and Applied - References

- a. Crestview Code of Ordinances, Current Edition
- b. Crestview Comprehensive Plan, Current Edition
- c. Florida Statutes, Current Edition

2. Project Summary

Property Owner(s) Rogers and Grant LLC	Property Location: The subject property is generally located on the east side of Carlton Street between the intersections of Highway 90 and Pine Avenue and consists of 1.38+/- acres; PIN 17-3N-23-2490-0160-0050 & -0010.	Staff Recommendation: Approval of the requested actions, subject to any conditions provided in the following report or suggested by the LPA.
Applicant Property Owners		
Staff Planner: Elgin Duley III, Planning Administrator Dawn Barnes, Planner I	Application Information: The applicant has requested Comprehensive Plan Amendment to Medium Density Residential (MDR), and Zoning designation of Residential 2 (R-2), to allow for residential development.	Public Notice: • Notice letters sent to property owners within 300' of the subject property on 12/31/19 • Property posting on 01/07/20 • Ad run on 1/11/20

3. Application / Project Analysis

Project Description

The applicant(s) has requested the Comprehensive Plan amendment of the subject property **from Commercial (C) and Low Density Residential (LDR) to the Medium Density Residential (MDR) Future Land Use**. This Future Land Use amendment will allow the lands to be developed into residential use.

The applicant(s) has also requested the Zoning Change **from Commercial and Single Family Dwelling (R-1) zoning to Multi-family district (R-2) zoning**. This zoning change will require any proposed development to meet the Land Development Code's R-2 zoning district requirements.

Project Context

Current Conditions:

The subject property is currently vacant. The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
East	City LDR, Commercial	R-1, C	State/County office
South	Commercial	C	Educational
West	DLR, Commercial	R-2, C	Single Family Dwelling
North	MDLR, MDR	R-2	vacant

Project Compatibility:

A development application concerning the subject property has not been submitted. Based on the requested land-use and zoning designations, the property will be developed for multi-family residential use.

The surrounding uses include single family dwellings and commercial applications. An MDR/R-2 designation is an acceptable transitional use. Compatibility of the requested comprehensive plan amendment and zoning change is consistent with the neighborhood.

Regulatory and Statutory Compliance:

Florida Statute Chapter 163. The proposed amendment is on a 1.38 +/- acre parcel and is being processed as a small-scale comprehensive plan amendment to the Future Land Use Map in accordance with Florida Statutes. As such, the amendment is being brought before the Local Planning Agency in a public hearing and before the City Council in a public hearing (the adoption hearing). The Florida Department of Economic Opportunity does not require review of small-scale Future Land Use Map amendments unless challenged by an affected party within 30 days of adoption by the City Council.

City of Crestview Comprehensive Plan. Chapter 7 of the Comprehensive Plan establishes the various requirements for Future Land Use categories and the applicant requested amendment to designate the annexed property as an Industrial Land Use is in keeping with the Plan. The Future Land Use Map of the Comprehensive Plan has established the appropriate land uses. The appropriate intensity and impervious surface area maximums will be assured during development review. Specific Comprehensive Plan Goals Objectives and Policies in support of the requested actions are as follows:

Policy 7.A.2.2 – Because the amendment may serve to discourage urban sprawl.

Policy 7.A.6.3 – Because the amendment promotes infill development.

Policy 16.A.1.5 – Because the amendment may be beneficial to existing commercial development, will encourage business retention and create a favorable business climate for existing businesses.

Crestview Land Development Code. The use of the property as an allowable use, provided the Comprehensive Plan and Zoning change is approved, will undergo development review to ensure compliance with the Land Development Code.

Adequate Public Facilities:

1. *Transportation.*
 - a) Transportation impacts were not addressed in the application. The current use is vacant. Transportation impacts will be addressed and mitigated as a part of the development application process.
2. *Potable Water and Waste Water.*
 - a) The City currently provides potable water and sanitary sewer to the area.
3. *Recreation and Open space.*
 - a) The requested Zoning change will have no measurable impact on the City's Recreation and Open space resources.
4. *Solid Waste.*
 - a) The requested actions will have a negligible impact on the City's solid waste service. There is more than adequate capacity to accommodate the demand which can be reasonably anticipated from approval of the requested actions.
5. *Stormwater Management.*

- a) Stormwater impacts are not addressed in this application. The current use is vacant. Transportation impacts will be addressed and mitigated as a part of the development application process.

Environmental Impacts:

Wetlands and Environmentally Sensitive Lands – Current wetlands data indicates the absence of any jurisdictional wetlands within the subject property.

Historical and/or Archeological Resources – The application does not address the presence of any historical or archeological resources onsite.

4.	Findings
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- a. The request for Comprehensive Plan Amendment is consistent with the above references and may not be a detriment to the surrounding property.
- b. The request for Zoning Change is consistent with the above references and may not be a detriment to the surrounding property.
- c. There is the potential for impacts to level of service standards, however, any identified impacts would be addressed during development review.

5.	Conditions of Approval
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- a. Staff does not apply nor recommend the application of any conditions for approval of the current requests.

6.	Conclusion and Recommendation
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- a. The applicant has submitted the required forms for the Comprehensive Plan Amendment, and Zoning Change of the property.
- b. The proposed actions satisfy the requirements of the City of Crestview's adopted Comprehensive Plan, and Land Development Code.
- c. The associated Comprehensive Plan Amendment should not pose a problem if supported by proper documentation and Council intent.
- d. Please review the applications based on the characteristics of the site and surrounding area; the nature of the development, including the land use type and densities/intensities; and conformity of the development with the City's Comprehensive Plan, the City's Code of Ordinances and other applicable state and city regulations, in deciding the request.

Based on the analysis above and the findings of fact, staff would recommend approval of the applications for Comprehensive Plan Amendment and Zoning Change.

Assigned Staff: Elgin Duley III, Planning Administrator

Received Public Comments:

- 1) None

The attached exhibits have been prepared to accurately depict the subject property.

Exhibit A) Aerial Photo of Subject Property / City Boundary Map

Exhibit B) Existing Use Map

Exhibit C) Existing Future Land Use Map

Exhibit D) Proposed Future Land Use Map

Exhibit E) Existing Zoning Map

Exhibit F) Proposed Zoning Map

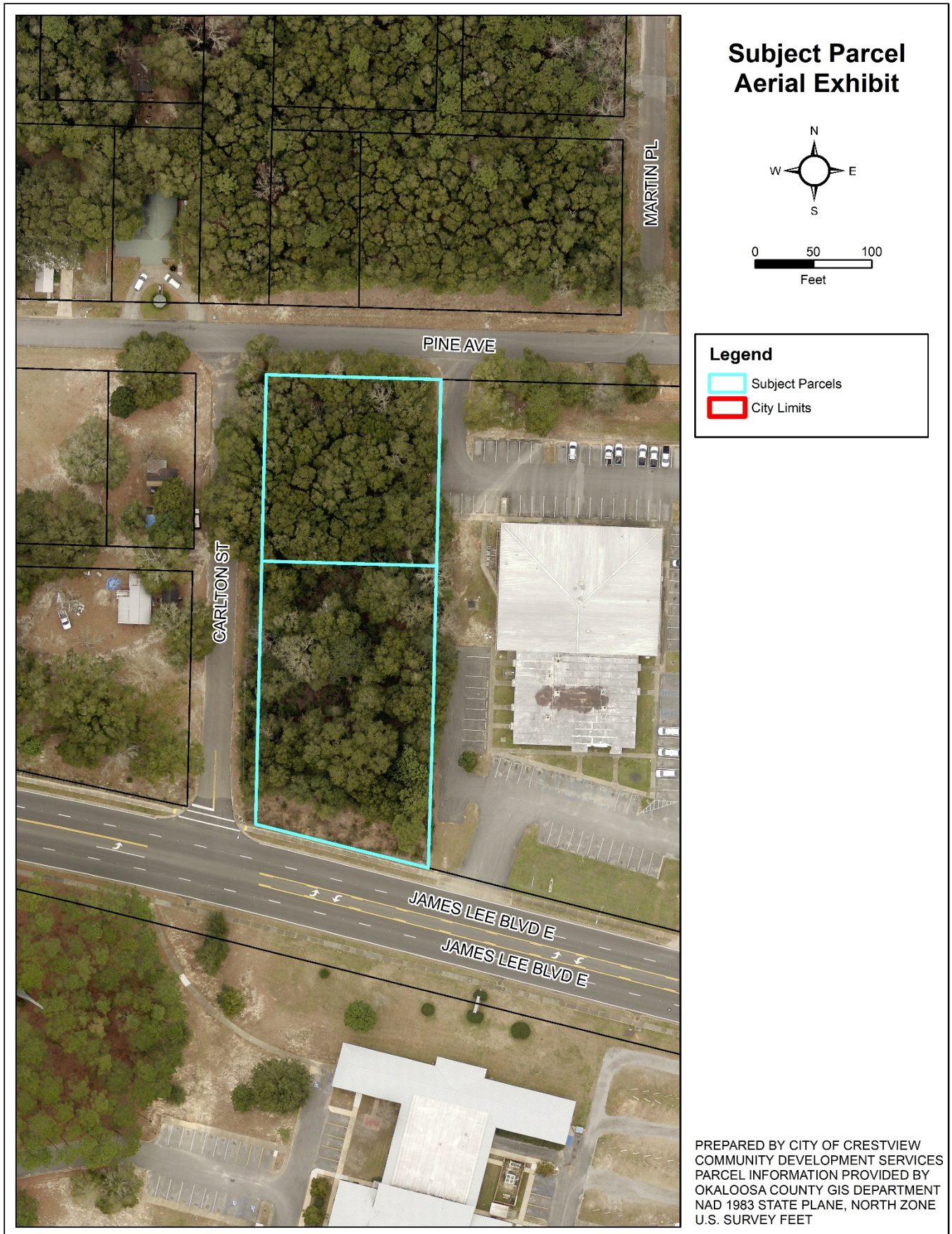


Exhibit B





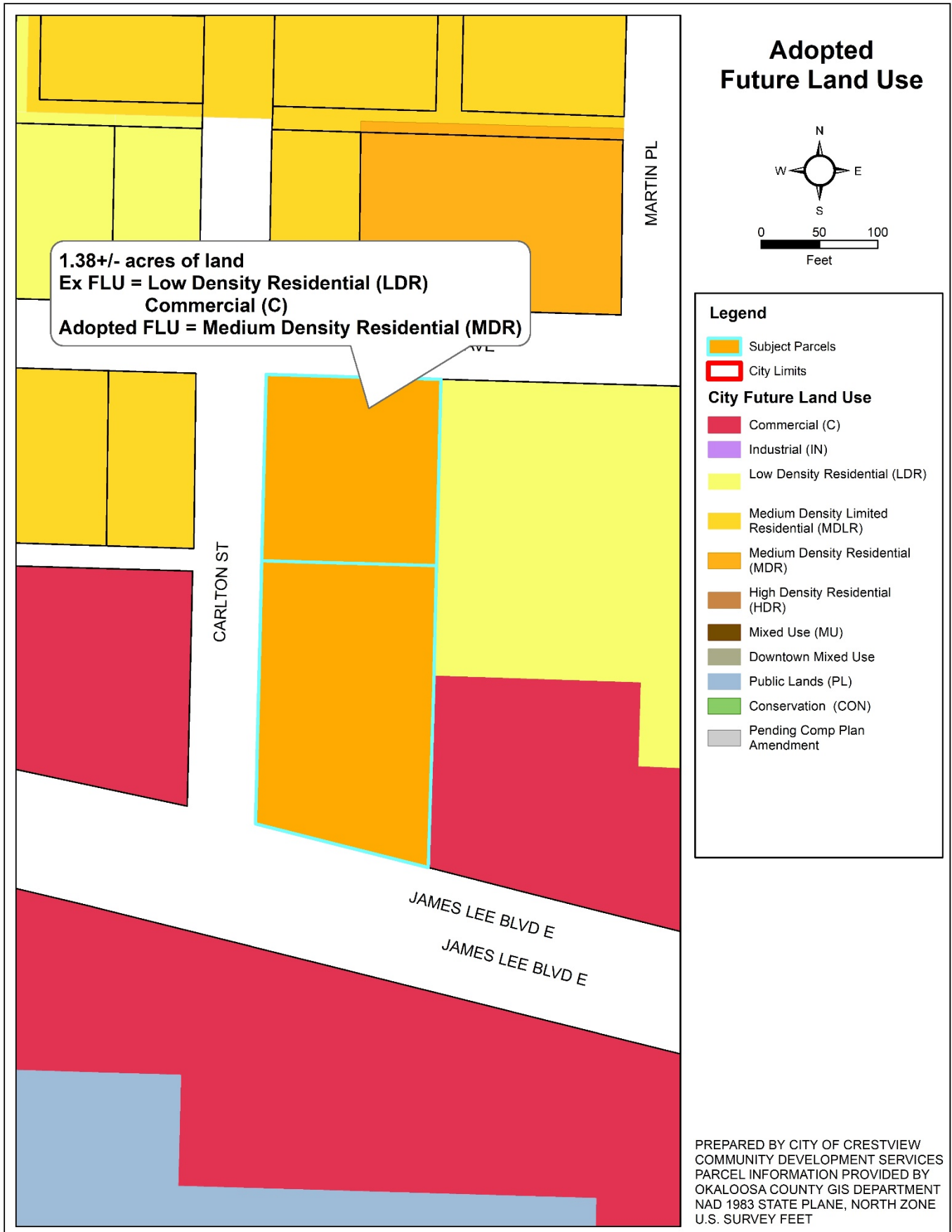
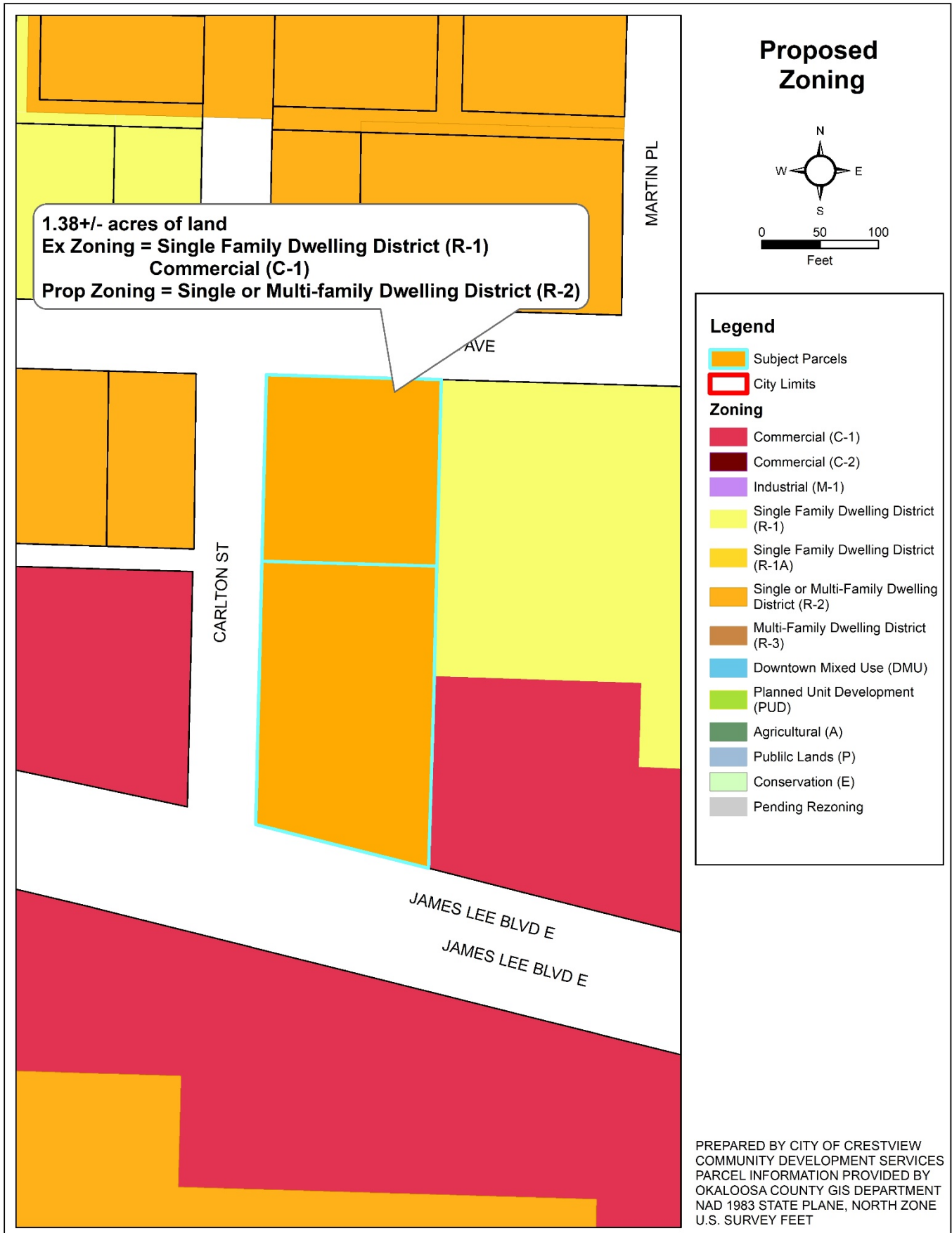


Exhibit E





Local Planning Agency Minutes
January 21, 2020
6:00 PM
Council Chambers

1. CONVENE

Mr. Conner called the meeting to order at 6:00 PM. He then called Ms. Roy to speak on the upcoming changes to the way the meetings will be presented. She notified the members that they would be receiving an email from her in the next week or two to attend training on CivicClerk. There will also be a short mock meeting prior to the next LPA meeting.

2. REVIEW

2.2. Ordinance 1741 - Linc Grant Comprehensive Plan Amendment

Mr. Duley presented the project. Mr. Conner asked for speakers in the audience. Hearing none, he asked for questions or comments by the Board.

Mr. Carroll motioned to recommend approval and Mr. Jones seconded. All voted in favor.

2.3. Ordinance 1742 - Linc Grant Rezoning

Mr. Carroll asked about the zoning on the map and Mr. Duley clarified. Mr. Haynes asked if the parcel had a structure on it and Mr. Duley stated the lot is vacant.

Mr. Carroll motioned to approve, and Mr. Haynes seconded. All voted in favor.

3. CONSIDER

Mr. Duley reminded the Board to watch their email for training on CivicClerk and pointed out the changes coming to the packet. He also wanted to make the Board aware of the new date, February 8, for the Economic Development Meeting at 2:00 and the Transportation Meeting at 3:30.

4. ADJOURN

Mr. Jones motioned to adjourn, and the meeting adjourned at 6:56.



Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 2/20/2020
SUBJECT: Ordinance 1742 - Linc Grant Rezoning

BACKGROUND:

Rogers And Grant LLC, property owner, applied for a zoning change for two parcels consisting of ± 1.38 acres of land located at Carlton Street and Pine Avenue, generally being located in Section 17, Township 3 North, Range 23 West, Okaloosa County, Florida.

The LPA recommended approval on January 21, 2020.

DISCUSSION:

Staff provided a complete evaluation of the request. The details of this evaluation are found in the attached staff report under agenda item 13.1.

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.

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.

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

FINANCIAL IMPACT

Adoption of Ordinance No. 1742 could have a small positive financial impact on the City when the land is developed.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1742 on second reading.

Attachments

None

ORDINANCE: 1742

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 1.38 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 17, TOWNSHIP 03 NORTH, RANGE 23 WEST, FROM THE SINGLE FAMILY DWELLING DISTRICT (R-1) AND COMMERCIAL (C-1) ZONING DISTRICT TO THE SINGLE OR MULTI FAMILY DWELLING DISTRICT (R-2); 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 1.38 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 1.38 acres, more or less, being formerly zoned Single Family Dwelling District (R-1) And Commercial (C-1) with the Medium Density Residential (MDR) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1741, is hereby rezoned to the Single Or Multi Family Dwelling District (R-2) to wit:

PARCEL: 17-3N-23-2490-0160-0050

A PARCEL OF LAND ("the LAND") LOCATED IN SECTION 17, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 5, 7 AND 8, BLOCK 160, AND THE SOUTH ½ OF ADJACENT VACATED ALLEY NORTH OF LOT 5, AND VACATED ALLEY BETWEEN LOTS 5, 7 AND 8, TOWN OF CRESTVIEW, PER ORDINANCE #1442 VACATING ALLEYWAYS OF BLOCK 160 RECORDED IN OFFICIAL RECORDS BOOK 2960, PAGE 1978 AND ACCORDING TO PLAT, THEREOF ON FILE IN PLAT BOOK 1, PAGES 72 AND 72 A, OF THE PUBLIC RECORDS, OKALOOSA COUNTY, FLORIDA.

PARCEL: 17-3N-23-2490-0160-0010

A PARCEL OF LAND ("the LAND") LOCATED IN SECTION 17, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 AND 2, BLOCK 160, AND THE NORTH ½ OF THE VACATED ALLEY LYING SOUTH OF AND ADJACENT TO SAID LOTS, TOWN OF CRESTVIEW, PER

ORDINANCE #1442 VACATING ALLEYWAYS OF BLOCK 160 RECORDED IN OFFICIAL RECORDS BOOK 2960, PAGE 1978 AND ACCORDING TO PLAT, THEREOF ON FILE IN PLAT BOOK 1, PAGES 72 AND 72 A, OF THE PUBLIC RECORDS, OKALOOSA COUNTY, FLORIDA.

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. The effective date of this Ordinance shall be the date the Comprehensive Plan Amendment is adopted by Ordinance # 1741 and becomes legally effective.

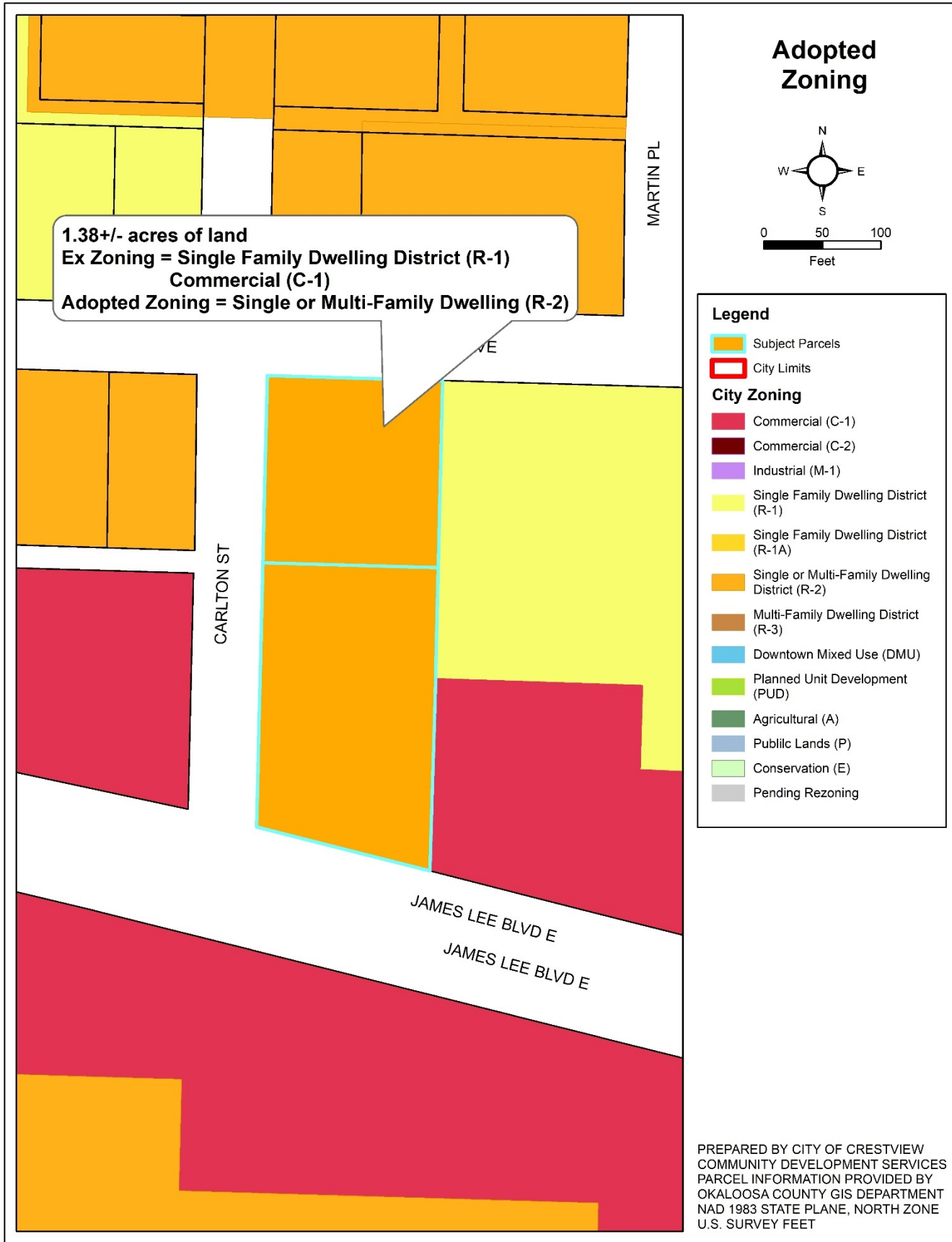
PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE _____ DAY OF _____, 2020.

ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN
Mayor





Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 2/20/2020
SUBJECT: Ordinance 1743 - Magnolia Creeks Comprehensive Plan Amendment

BACKGROUND:

Magnolia Creeks LLC, property owner, applied for a Comprehensive Plan Amendment to the Future Land Use Map of a ±52.52-acre parcel of land, generally being located in Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida.

The LPA recommended approval on January 21, 2020.

DISCUSSION:

Staff provided a complete evaluation of the request. The details of this evaluation are found in the attached staff report.

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.

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.

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

FINANCIAL IMPACT

Adoption of Ordinance No. 1743 could have a small positive financial impact on the City if the land is developed.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1743 on second reading.

Attachments

1. Planning Staff Report - Magnolia Creeks
2. PUD Narrative - Magnolia Creeks

3. 2020-0121 LPA Minutes - Magnolia Creeks

ORDINANCE: 1743

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM THE COMMERCIAL (C) FUTURE LAND USE CATEGORY TO THE MIXED USE (MU) FUTURE LAND USE CATEGORY ON APPROXIMATELY 52.52 ACRES, MORE OR LESS, IN SECTION 28, TOWNSHIP 03 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Section 2 of the City Charter, §163.3187 F.S., §166.021 F.S., §166.041 F.S. and the adopted Comprehensive Plan.

SECTION 2. FINDINGS OF FACT. The City Council of the City of Crestview finds the following:

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from the Commercial (C) Future Land Use Category to the Mixed Use (MU) Future Land Use Category on a parcel of land containing 52.52 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

SECTION 3. PURPOSE. The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020" as described in Section 4.

SECTION 4. FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 52.52 acres of land, more or less, from the Commercial (C) Future Land Use Category to the Mixed Use (MU) Future Land Use Category. For the purposes of this Ordinance and Comprehensive Plan Amendment, the 52.52 acres, more or less, is known as Parcel 28-3N-23-0000-0017-0010 and commonly described as:

A PARCEL OF LAND ("the LAND") LOCATED IN SECTION 28, TOWNSHIP 3 NORTH,

RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, LESS 28.20 ACRES FOR INTERSTATE 10 RIGHT OF WAY, OKALOOSA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 28, RUN NORTH 00° 54' 30" WEST ALONG THE WESTERLY SECTION LINE, 2643.40 FEET TO THE NORTHWEST CORNER OF SOUTHWEST 1/4; THENCE NORTH 88° 51' 41" EAST, 2630.27 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4; THENCE SOUTH 00° 54' 30" EAST, 2638.80 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4; THENCE SOUTH 88° 45' 41" WEST ALONG THE SOUTHERLY SECTION LINE, 2630.29 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT RIGHT OF WAY FOR US I-10, AND LESS AND EXCEPT PROPERTY LOCATED SOUTH OF US I-10.

The Mixed Use (MU) Future Land Use Category is hereby imposed on Parcel 28-3N-23-0000-0017-0010. Attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 28-3N-23-0000-0017-0010 thereon.

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

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

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

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

SECTION 9. EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the amendment in compliance with §163.3184, F.S.

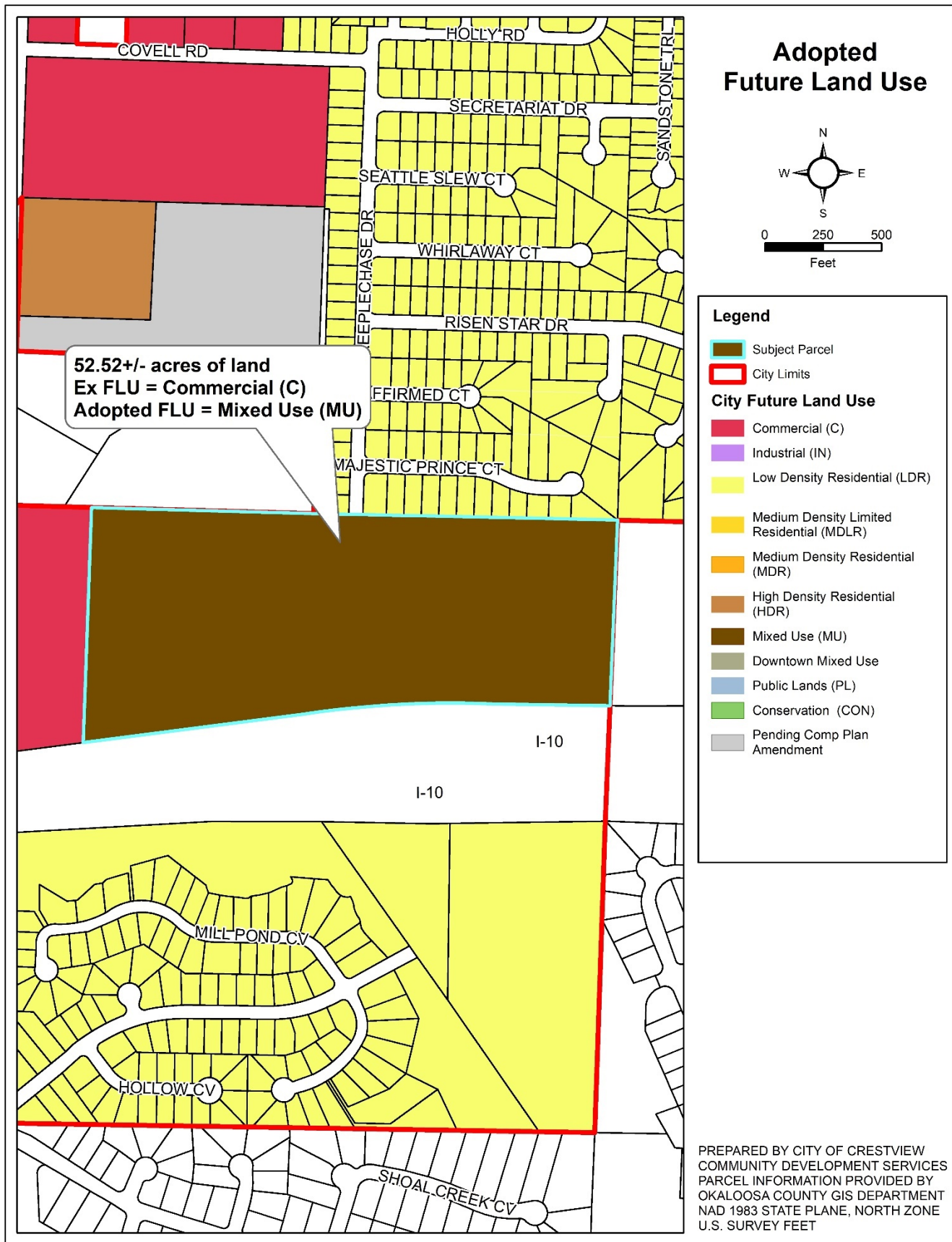
PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE _____ DAY OF _____, 2020.

ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN
Mayor





PLANNING AND ZONING STAFF REPORT TO THE LOCAL PLANNING AGENCY AND CITY COUNCIL

PROJECT NAME: Magnolia Creeks

ORDINANCE NUMBER(S): 1743 Comp (small scale)
1744 Rezone

AGENDA DATE: LPA – Public Hearing: January 21, 2020
City Council – First Reading: February 10, 2020
City Council – Second Reading & Public Hearing: February 24, 2020

LAST AMENDED DATE:

1. Reviewed and Applied - References

- a. Crestview Code of Ordinances, Current Edition
- b. Crestview Comprehensive Plan, Current Edition
- c. Florida Statutes, Current Edition

2. Project Summary

Property Owner(s) Magnolia Creeks LLC 107 N. Partin Drive Niceville, FL 32578 Applicant Owners Agent / Engineer Maureen Johnson, PE Staff Planner: Elgin Duley III, Planning Administrator Dawn Barnes, Planner I	Property Location: The subject property is generally located adjacent to the Interstate and lying east of Park Place V and south of Steeplechase and consists of ±44.21 acres; PIN 28-3N-23-0000-0017-0010. Application Information: The applicant has requested a Comprehensive Plan Amendment to Mixed Use (MU), and Zoning designation of PUD (Planned Unit Development), to allow for residential development.	Staff Recommendation: Approval of the requested actions, subject to any conditions provided in the following report or suggested by the LPA. Public Notice: • Notice letters sent to property owners within 300' of the subject property on 12/31/19 • Property posting on 1/7/20 • Ad run on 1/11/20
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The applicant has provided a complete and thorough Narrative for the requested Comprehensive Plan amendment and Rezoning. The Narrative provides an introduction the site as it is currently situated, an in-depth discussion of the vision the developers have for the property, an analysis of compatibility with adjacent properties, and a very thorough discussion on the metrics of the City Comprehensive Plan this development will meet or exceed. This Narrative is attached and is considered to be a part of this Staff Summary.

3. Conditions of Approval

- a. Staff does not apply nor recommend the application of any conditions for approval of the current applications.

4. Conclusion and Recommendation

- a. The applicant has submitted the required forms for Comprehensive Plan Amendment, and Zoning Change of the property.

- b. The proposed actions satisfy the requirements of the City of Crestview's adopted Comprehensive Plan, and Land Development Code.
- c. The associated Comprehensive Plan Amendment should not pose a problem if supported by proper documentation and Council intent.
- d. Please review the applications based on the characteristics of the site and surrounding area; the nature of the development, including the land use type and densities/intensities; and conformity of the development with the City's Comprehensive Plan, the City's Code of Ordinances and other applicable state and city regulations, in deciding the request.

Based on the analysis above and the findings of fact, staff recommends **APPROVAL** of the applications for Comprehensive Plan Amendment, and Zoning Change.

Assigned Staff: Elgin A. Duley III, Planning Administrator
Dawn Barnes, Planner I

Received Public Comments:

1 None

Attachment:

1 Applicant provided PUD Narrative.

Magnolia Creeks PUD Application and MU Comprehensive Plan Amendment

Prepared For:

Magnolia Creeks, LLC

107 N. Partin Drive

Niceville, FL 32578

Phone (850)279-6868

Attn: Richard Johnson

Prepared By:

KGM Engineering, LLC

CA #33388

4423 Windlake Drive

Niceville, FL 32578

Phone (850) 699-0294

Maureen M. Johnson, PE #56139



Maureen M. Johnson
12/12/19

Introduction

The property is located south of Steeplechase Subdivision, north of Interstate 10, west of the City of Crestview property adjacent to Brookmeade, and east of vacant land owned by the city and a private property owner. Currently, the property has a future land use of commercial and zoning of commercial which allows a multitude of commercial uses including the following:

Uses permitted.

- a. Apothecary shops and pharmacies.
- b. Apparel and dry goods shops.
- c. Art, antique and gift shops.
- d. Beauty salons and barbershops.
- e. Boardinghouses and rooming houses.
- f. Book and stationery stores; newsstands.
- g. Churches and accessory uses. Schools for primary and secondary education, kindergartens and nursery schools.
- h. Filling (service) stations selling gasoline and lubricants primarily. Only minor repairs such as tire patching but not recapping, also battery recharging, car wash and polish, but no body repairs.
- i. Finance, investment and insurance offices and banks.
- j. Florists.
- k. Furniture, interior decorating and home furnishing stores.
- l. Hospitals, clinics, nursing and convalescent homes.
- m. Hotels, motels, guest cottages.
- n. Grocery stores.
- o. Laundry and dry cleaners.
- p. Mortuary.
- q. Music and dancing schools, art studios.
- r. Offices for businesses and professions, but not including fortunetellers or psychics.
- s. Photographic supplies and studios.
- t. Private clubs and lodges.
- u. Recreational facilities and parks under the operation or ownership of the city.
- v. Restaurants.
- w. Shoe repair and hat cleaning, dressmaking and tailor shops.
- x. Utility structures and substations including telephone exchange.
- y. Animal hospitals.
- z. Automotive agencies with repair garages as an accessory use. Junked cars held for salvage of parts are disallowed in this district.
- aa. Bakery, the products of which are produced primarily for retail sale on the premises.
- bb. Bus terminals and taxicab stations, car rentals.
- cc. Commercial amusements, including theaters (but not drive-in theaters) ballrooms, skating rinks, billiard parlors, bowling alleys, amusement parks, miniature golf courses and others of a similar nature.
- dd. Self-storage and mini-warehouses with all storage to be within the structure. Self-storage or mini-warehouses in commercial districts shall have on-site offices. For the purposed of this zoning category, on-site shall mean on the premises or on another parcel within one-half mile of the self-storage or mini-warehouse. Also, any business that operates a self-storage or mini-warehouse within the city limits, even if their business office is located outside of the city, must have a valid City of Crestview occupational license.
- ee. Gasoline service stations, automobile/motorcycle repair garages.
- ff. Radio and television stations with towers and studios.
- gg. Shops for painters, plumbers, paper hangers, electricians, upholsterers and others of a similar nature. Outdoor storage yards are permitted when accessory to the above uses, provided all equipment and

merchandise are enclosed behind a screen consisting of plantings or a closed or semi-closed type fence not less than five feet in height.

hh. Shops for business services, such as addressing and mailing, advertising and distributing, multigraphing, blueprinting, printing and photography.

ii. Used car lots.

jj. Vocational and private schools operated as commercial enterprises.

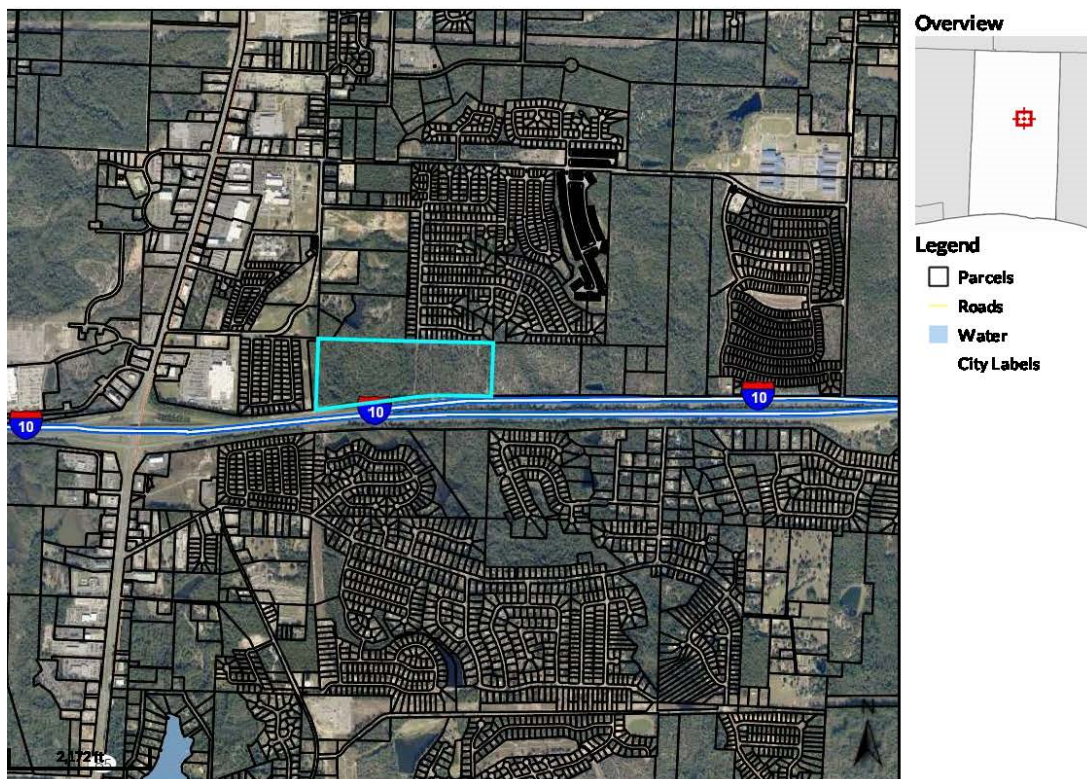
kk. Terminals for small package distribution to include loading and unloading of semi-tractor trailers to local delivery vans or other small vehicles, provided that all operations are conducted within a building with no outside storage.

ll. Mobile/manufacturing home sales.

mm. Signs may be placed on a commercial lot in accordance with article XVI.

nn. Accessory uses necessary to the foregoing, including warehouses and storage yards, when located on the same lot as the principal uses or on another parcel within one-half mile of the principal uses. Also, any business that operates a warehouse or storage yard within the city limits, even if their principal use is located outside of the city, must have a valid City of Crestview occupational license. Furthermore, storage yards are for the storage of business vehicles, construction materials, bulk merchandise or other items too large for on-site storage at the location of the principal use. Storage yards are not the same as scrap or junk yards which are prohibited in this zoning category.

oo. All sales, services and commercial activities must be conducted within a structure, and no outdoor display of merchandise or products will be permitted in connection with any of the foregoing uses except for automobile dealerships, tractor and farm equipment sales, mobile/manufactured homes and other prefabricated buildings.



We are requesting a land use change to Mixed Use and a zoning change to a PUD development to facilitate a more compatible development with adjacent land uses and provide a transition to the I-10 corridor.

Land Owner

Magnolia Creeks, LLC
107 N. Partin Drive
Niceville, FL 32578

Vision for the Magnolia Creeks PUD

The intent to establish a PUD for Magnolia Creeks is to cluster residential home sites to allow for conservation of wetlands, preservation of the water quality of onsite creeks, and provide common area for stormwater attenuation, preservation of uplands, and recreational opportunities. Magnolia Creeks will be an enclave that encourages community and embraces nature in the heart of the city.

PROPOSED COMMUNITY LAND USES	
Total Acreage	44.21 Ac
Single Family including Roadways	29.03 Ac
Total Common Open Space	15.18 Ac
% of Common Open Space	34.33%
Conservation	6.96 Ac
Stormwater	3.39 Ac
Natural Uplands/Landscape Area	4.83 Ac

It is worth noting that over 1/3 of the property is dedicated to Common Open Space. This does not include the personal lawn and gardens for the homes and the open space in the right of way. Below we will attempt to articulate the vision for Magnolia Creeks, with photos we are using for inspiration.

Magnolia Creeks will realize this vision by meeting the following goals:

GOAL #1 – PRESERVE THE WETLANDS

The impact to the wetlands will be limited to the roadway crossings. Almost 7 acres of wetlands or 15.7% of the site will be preserved in its natural state. This preservation protects the creeks, wildlife, and fauna on site. In addition, it will protect downstream drainage basin water quality. Lastly, it will provide a natural buffer between the homesites and a visual greenbelt.

GOAL #2 – PROVIDE INFRASTRUCTURE UPGRADES TO REDUCE MAINTENANCE TO THE CITY AND FURTHER PROTECT NATURAL RESOURCES

We are proposing a CONSPAN culvert bridge crossing at both wetland crossings. These crossings will not only be visually appealing, delineating the neighborhood as an enclave, but more importantly it will facilitate a wildlife corridor, protect the water quality of the creek, and provide capacity for flood attenuation.



GOAL #3 – PROVIDE AN UPLAND WETLAND NATURAL BUFFER

Magnolia Creeks will utilize an average 25' upland wetland buffer, much of it in Common Area, to protect the wetlands and creeks from runoff from the developed portion of the property.

GOAL #4 – PROVIDE STORMWATER ATTENUATION AND WATER QUALITY CONTROL WHILE PROVIDING COMMON GREEN SPACE.

The proposed stormwater design utilizes the rapid permeability of the native soils to provide shallow dry retention ponds with gentle side slopes. The storage facilities are designed to not only meet the stormwater requirements of the state and city but also to provide a green space.



GOAL #5 – PROVIDE ACCESS TO THE CONSERVATION AREA AND OPPORTUNITY TO ENJOY NATURE.



We are proposing a nature trail with access to the creek at the roadway crossings that connects other recreational amenities.

GOAL #6 – PROVIDE RECREATIONAL AMENITIES THAT EMBRACE THE NATURAL RATHER THAN DETRACT FROM IT.

Magnolia Creeks is a community for families and children need a play place. We are proposing a natural play area, incorporating created hills, recycled construction material, slides, and natural play structures.



In addition, to a play area, we will provide a gazebo or Main Street meeting place for adults to meet and congregate.

Dogs are part of our families too. So Magnolia

Creeks will have a small area dedicated to our pets, allowing pets and their owners alike to meet.



All areas will be connected by a nature trail system, inviting residents out of their homes and into the community. Community recreation in a pocket neighborhood setting creates more vibrant cities.

GOAL #7 – PROVIDE QUALITY HOME CONSTRUCTION



We believe that the quality of the homes not only ensure the value and appreciation of the neighborhood, but in our experience our communities lift the property value of adjacent properties as well. While we are still working on the particulars, these are the renderings of the

typical home that will occupy Magnolia Creeks.



GOAL #8 – REPLACEMENT LANDSCAPING SHALL BE NATIVE

In areas where we cannot preserve the natural landscaping because of the grades or the infrastructure we will replace it with native landscaping. Magnolia, Camellias, Saw Palmettos and other xeric landscaping will be incorporated as necessary.



We will utilize Magnolias along the entrance road and throughout the community.

Landscaping of common area will preserve as much native vegetation as possible and replanting will utilize native species with a special attention to the three species that are celebrated in the road names. A more detailed landscape plan will be provided once the grading and preservation is finalized.



Saw Palmetto and Camellias for color will be used as landscaping.

GOAL #9 – PROVIDE QUALITY LIGHTING FOR THE COMMUNITY.



Street lights not only provide security but also a sense of continuity and place. We have chosen the Acorn light to provide a timeliness to our streetscapes.

GOAL #10 – ESTABLISH A HOA TO MAINTAIN THE QUALITY OF THE COMMUNITY

Magnolia Creeks HOA will be established to maintain the common area and recreational facilities. The streets and infrastructure will be constructed to City of Crestview standards and will be maintained by the city.

Compatibility with Adjacent Properties

The requested amendment to the zoning and future land use maps provide greater compatibility to the adjacent subdivision than the current commercial designation on site.

The density of Magnolia Creeks is 3.03 dwelling units per acre which is significantly less than the 6 dwelling units per acre designated for LDR or 15 dwelling units per acre designated for MDR.

We are proposing a typical lot width of 50' and minimum lot frontage of 20' for cul-de-sacs. The setbacks for Magnolia Creek are 20' front, 15' rear, and 5' sides internally. We have a 10' side setback on the lots adjacent to the east property, a 15' rear to the lots adjacent to the north property line, and a minimum setback of 60' from Interstate 10.

Conclusion

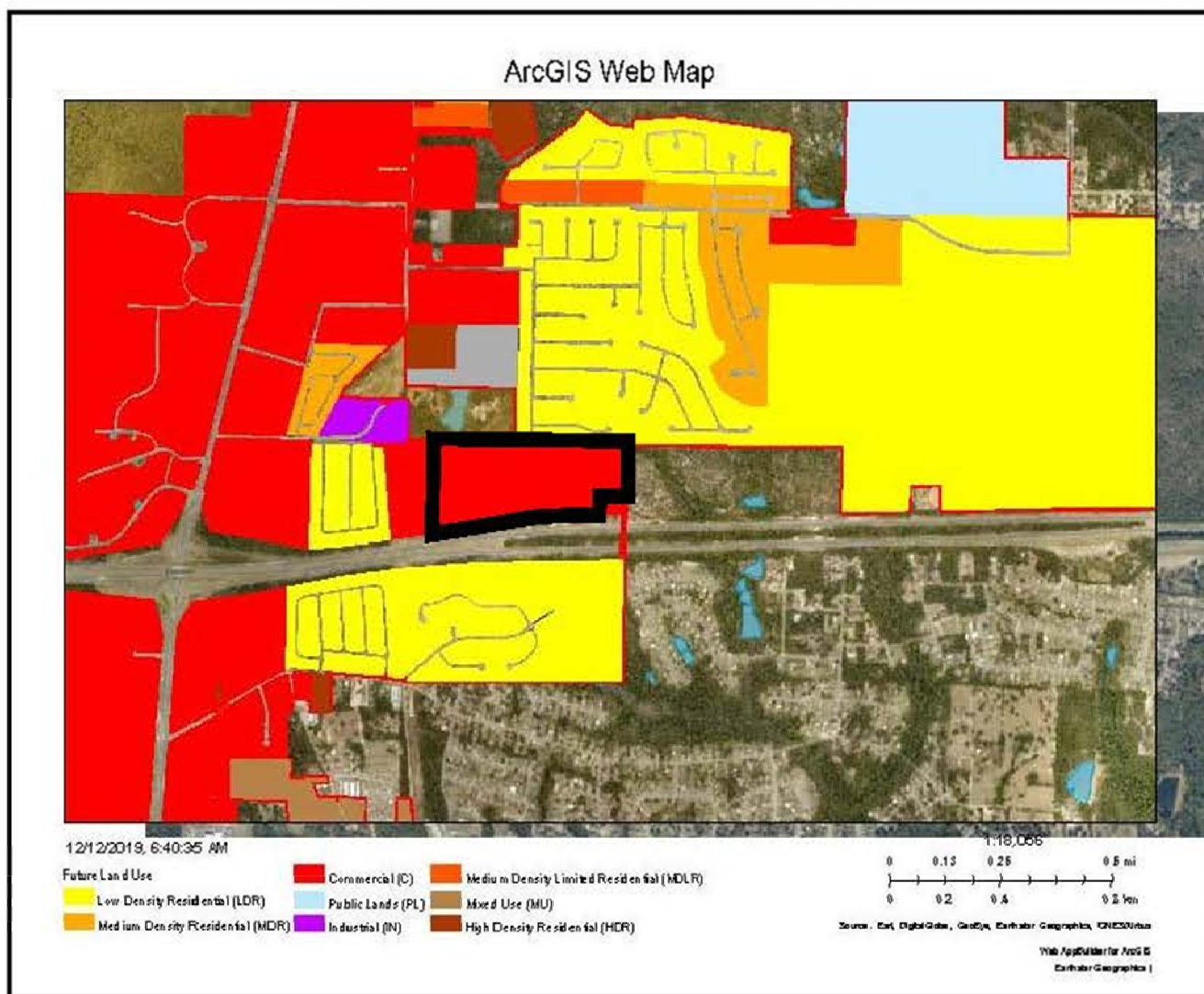
Approval of the PUD as submitted would

1. Increase the compatibility with adjacent properties over the current commercial designation.
2. Preserve and protect environmentally sensitive lands by clustering development.
3. Elevate the development standards of the community by encouraging innovative recreation, high quality construction, and dedicating resources to the common areas therefore encouraging beautification of the neighborhood.
4. Reduction of overall impact to city's infrastructure in comparison to current zoning standards.

Comprehensive Plan Amendment

Below is the current future land use map with the proposed site delineated by the bold black line. You will notice that the parcel is bordered to the north by a Low Density Future Land Use, to the west by Commercial, to the east by Okaloosa County property, and to the south by Interstate 10.

Therefore, we have determined that the most compatible Future Land Use for the parcel would be Mixed Use, with a PUD overlay zoning, will provide a transition piece between the I-10 corridor and the commercial to the west and the residential to the north.



It is worth noting, that the current future land use is Commercial which allows for a multitude of uses as described above. By changing the land use to Mixed Use and allowing the PUD designation, the city will support a more compatible land use category for all parcels.

Meeting the Requirements of the City of Crestview Comprehensive Plan

The proposed Comprehensive Plan Amendment will meet or exceed the requirements for a plan amendment as enumerated in the City of Crestview Comprehensive Plan. This includes but is not limited to the following:

Goal 7.A - Manage the future development of the City in a manner consistent with the ability to provide adequate infrastructure and protect important resources.

Objective 7.A.1 - Coordinate future land uses with the appropriate topography, soil conditions and the availability of facilities and services by implementing Policies 7.A.1.1 and 7.A.1.2, among others, and by including regulations within the LDC (a.k.a. The Land Use Code) and adopting such code within the time frame specified within s.163.3202(1), F.S.

The topography of the parcel supports a mixed use development, the soil conditions as shown in the attached map show upland portions of the property are permeable sands which support shallow retention stormwater facilities, and the infrastructure of the city is adequate to support the land use amendment. Since the land use will be less intense than the current commercial designation, the impact to the city's facilities will be reduced.



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
6	Dorovan muck, frequently flooded	0.0	0.0%
12	Lakeland sand, 0 to 5 percent slopes	19.5	48.0%
23	Troup sand, 0 to 5 percent slopes	11.3	27.8%
24	Troup sand, 5 to 8 percent slopes	8.7	21.5%
37	Bonifay sand, 5 to 8 percent slopes	1.1	2.7%
Totals for Area of Interest		40.6	100.0%

Policy 7.A.1.2 - The Land Development Code/Land Use Code shall contain specific and detailed provisions to implement this Ordinance including, as a minimum, the following:

a. Regulation of the subdivision of land;

The future land amendment will support the subdivision of land by allowing a PUD development.

b. Regulation of the use of land by zoning districts which implement the land-use categories shown on the Future Land Use Map (Figure 7-1) (also, see Policy 7.A.3.4);

See above

c. Ensure compatibility of adjacent land uses;

The land use amendment is more compatible providing a transition between commercial and residential

d. Provide for open space (reference Chapter 12 of this Ordinance);

Mixed Use Future Land Use allows for a PUD development which requires common dedication of open space.

e. Protect potable water wellfields and sources (reference Policy 11.A.2.1

No potable water wells are in the vicinity of the project. The onsite city water main will be protected from development encroachment and a maintenance easement and access to the city will be maintained.

f. Regulation of areas subject to seasonal or periodic flooding (reference Policy 7.A.4.3);

Replacement Page Page 7-2 Amendment 16-1 October 24, 2016 Ordinance 1610 g. Continue to

provide for drainage and storm water management (reference Objectives 10.C.1 and 10.C.2); h. Protect the environmentally sensitive lands designated within the LDC (reference Policy 11.A.3.3);

Mixed Use Future Land Use encourages less intense development patterns reducing runoff. Common stormwater facilities provide a more efficient means of providing flood attenuation. The FEMA Flood Map has been reviewed and the property lies within Zone X.

i. Regulation of signage;

The future land use map amendment will not preclude the parcel for meeting the requirements of the LDC regarding signage.

j. Implement the Concurrency Management System described in Chapter 6 of this Ordinance; k. Insure adequate, safe and convenient on-site traffic flow and parking (reference Policy 8.A.1.2); and l. Also, see Objective 11.A.2 and the policies thereunder.

The proposed future land use amendment and accompanying PUD rezoning requests meets the city's requirements of on site traffic flow.

Policy 7.A.2.2 - The Land Development Code shall contain requirements for new development to utilize existing water, sewer and solid waste collection systems in order to discourage urban sprawl and encourage commercial re-development.

The parcel is located in the heart of the city. Water, sewer, and solid waste systems are available and will be utilized.

Objective 7.A.3 - The City shall encourage and provide for the elimination or reduction of uses inconsistent with the community's character and future land uses by implementing Policies 7.A.3.1 through 7.A.3.5, among others. Regulations necessary to implement the policy standards shall be included within the LDC (reference Policy 7.A.1.1).

Policy 7.A.3.1 - The LDC shall contain provisions to eliminate expansion of non-conforming land uses which are inconsistent with the Future Land Use Maps or the City's Zoning Ordinance.

Policy 7.A.3.2 - The LDC shall contain provisions which ensure that all future development is consistent with accepted planning practices and principles as well as natural area limitations. The provisions (regulations) will address items such as conservation of resources, efficiency of use and development, aesthetic appeal and short and long-term impacts of proposed development plans.

Policy 7.A.3.3 - Expansion or replacement of land uses which are inconsistent or incompatible with the Future Land Use Maps shall be prohibited (also, see Policy 7.A.2.3).

Policy 7.A.3.4 - The LDC, adopted pursuant to Policy 7.A.1.1, shall include regulations pursuant to Policy 7.A.1.2(b) with the following densities, intensities, land uses and related provisions

e. The Mixed-Use land use category is limited to areas that exhibit an existing or planned development pattern reflecting a variety of uses, densities and nonresidential uses. Specific residential uses allowed in this category include single-family residential, multi-family residential, mobile home parks and mobile home subdivisions. Specific non-residential uses include recreation uses, neighborhood and general commercial and business uses, offices, restaurants, motels, hotels and other temporary lodging facilities, clinics and medical facilities, churches and places of worship, light industrial uses when such uses do not create any adverse off-site impacts to other properties or to protected environmental resources. Other similar uses may be allowed based on compatibility with existing nearby uses. PUDs are allowed and encouraged in this category. The residential density for this category is up to 25 units per gross acre. Through density bonus provisions, the density may be increased by up to 10% for a specific parcel or property so qualifying. If the density bonus is based on the provision of affordable housing as defined by Statute Rule, the density for the parcel or property may be increased by up to 20%. The intensity of non-residential uses is limited by a Floor Area Ratio (FAR) of 1 and an impervious surface coverage of 75%. Where low density lands or single-family neighborhoods exist adjacent to a property proposed for development in this category, compatibility shall be demonstrated using the criteria established in the Land Development Code. Such criteria includes, but is not limited to, the scale, density/intensity of the proposed development and existing development, existing and proposed building heights and orientation, site design, buffers and setbacks and orderly transitions from lower density/intensity uses to higher density/intensity uses. Typically, lower density uses will be near the perimeter of a development site or the adjacent low density land or uses and higher density uses will be internal to the site or transitioned from the adjacent low density area.

f. The Commercial land use category is designed for a wide range of business uses, including retail, wholesale, communication facilities, offices, services, motel/hotel uses, churches and places of worship and residential dwelling units that are clearly accessory or incidental to the principal non-residential use. Accessory residential units are allowed only for those business owners or managers who reside on the same parcel of in the same building as the business. The density for such accessory residential use is 1 unit per business parcel. The intensity of nonresidential uses shall be governed by a FAR of 1.08 and an impervious surface coverage of 80%.

Highlighting the current land use of commercial verses the proposed land use of mixed use demonstrates that the amendment is requesting a less intense development plan for the parcel. This land use change will revise the Comprehensive Plan to encourage compatible development with the adjacent residential parcels.

Objective 7.A.4 - The City continually shall insure the protection of natural and historic resources by implementing Policies 7.A.4.1 through 7.A.4.6, upon adoption of the LDC (reference Policy 7.A.1.1).

The FLU Amendment will allow for creative development that will protect the natural resources on site. In addition, the archaeological inventory has been reviewed and no archaeological resources have been found on site.

Objective 7.A.6 - The City shall discourage the proliferation of urban sprawl by providing for development or redevelopment consistent with the Future Land Use Maps upon adoption of this ordinance.

The project location serves as an infill project and utilizes existing city infrastructure without encouraging sprawl.

Objective 7.A.7 - The City shall insure the availability of suitable land for utility facilities necessary to support proposed development through provisions within the LDC or acquisition of land by the City (reference Policies 7.A.1.1, 8.A.5.1, Table 14-1 and Chapter 6 of this Ordinance).

The site has a 12" city of Crestview water main located within an easement on site. Changing the land use to Mixed Use allows innovative development of the property to protect the access to the water main. In addition, the property provides ample acreage to allow development to provide improvements and access to the city system.

Objective 7.A.8 - The LDC shall allow and encourage the use of innovative land development techniques including, but not limited to, provisions for planned unit developments, cluster housing and other approaches to mixed-use development (reference Policy 7.A.1.1 of this Ordinance).

The land use amendment and PUD rezoning request epitomize the policies enumerated within this objective.

Conclusion

Amending the comprehensive plan to Mixed Use and revising the zoning map to PUD in conjunction with the proposed preliminary development plans provides greater consistency with the City of Crestview Comprehensive Code than the current land use and zoning designation of Commercial.

Local Planning Agency Minutes
January 21, 2020
6:00 PM
Council Chambers

1. CONVENE

Mr. Conner called the meeting to order at 6:00 PM. He then called Ms. Roy to speak on the upcoming changes to the way the meetings will be presented. She notified the members that they would be receiving an email from her in the next week or two to attend training on CivicClerk. There will also be a short mock meeting prior to the next LPA meeting.

2. REVIEW

2.4. Ordinance 1743 - Magnolia Creeks Comprehensive Plan Amendment

Mr. Duley presented the project. Mr. Conner asked if Mr. Bishop was the previous owner and Mr. Duley confirmed that he was. Mr. Conner stated there were two water taps already present for that property. He also pointed out the easement for power lines running through the property and ingress/egress may be a concern.

Mr. Conner then asked for comments from the audience.

Mr. Svehla, 705 Majestic Prince. After looking at the documents, he thought the development looks like a nice development. He simply wanted to state on the record that he is curious where the ingress/egress will be placed and how it would impact traffic. He also asked what the buffers would be. Regarding design, being a quasi-gated community, he asked if the public park areas would be open to surrounding neighborhoods. He supports the development if it's done correctly and would like to see the developer set up a neighborhood meeting to let them know what the plans are for development.

Mr. Duley stated he would look into the buffers and making the park areas accessible to the City.

Mr. Branch, 671 Brookmeade, owns 15-20 acres to the north. He stated his concern about the kids who may come to play in the lake on his property and that he's not very comfortable with plans being addressed without concern for traffic and roads.

Mr. Cooper, 720 Majestic Prince Ct., asked about the last lot on the right on Majestic Prince. There is a road coming through that property to the communication tower. He asked if that is going to turn into a road to the subdivision. There are a lot of kids on that street and he is concerned for their safety.

Mr. Duley explained that road would be used as an emergency access only.

Mr. Story, 710 Majestic Prince Ct., stated he is worried about the types of houses to be built that may affect his property values. He is also concerned for the safety of the kids in the neighborhood.

Ms. Woody, 717 Majestic Prince Ct., stated she is concerned about the kids in her neighborhood and their safety. She asked if it was known about what type of houses were being proposed.

Mr. Duley stated the plans have not been received yet from the developer.

Mr. Svehla asked how many units per acre were allowed in R-1 zoning and Mr. Duley replied 6 unit per acre were allowed. He also stated he was open to putting a neighborhood group together to work with the city and developer.

Mr. Carroll asked if having a PUD is beneficial to the surrounding neighborhoods in that it allows restrictions to be put in to place. Mr. Duley confirmed that is was.

Mr. Conner asked if there was anyone else in the audience who wished to speak. Hearing none, he asked for questions or comments from the Board.

Mr. Haynes motioned to approve the project, and Mr. Roy seconded. All voted in favor.

2.5. Ordinance 1744 - Magnolia Creeks Rezoning

Mr. Duley restated the request to change the zoning from Commercial to a PUD.

Mr. Roy motioned to approve, and Mr. Jones seconded. All voted in favor.

3. CONSIDER

Mr. Duley reminded the Board to watch their email for training on CivicClerk and pointed out the changes coming to the packet. He also wanted to make the Board aware of the new date, February 8, for the Economic Development Meeting at 2:00 and the Transportation Meeting at 3:30.

4. ADJOURN

Mr. Jones motioned to adjourn, and the meeting adjourned at 6:56.



Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 2/20/2020
SUBJECT: Ordinance 1744 - Magnolia Creeks Rezoning

BACKGROUND:

Magnolia Creeks LLC, property owner, applied for a zoning change of a ±52.52-acre parcel of land, generally being located in Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida.

The LPA recommended approval on January 21, 2020.

DISCUSSION:

Staff provided a complete evaluation of the request. The details of this evaluation are found in the attached staff report under agenda item 13.3.

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.

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.

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

FINANCIAL IMPACT

Adoption of Ordinance No. 1744 could have a positive financial impact on the City if the land is developed.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1744 on second reading.

Attachments

None

ORDINANCE: 1744

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 52.52 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 28, TOWNSHIP 03 NORTH, RANGE 23 WEST, FROM THE COMMERCIAL (C-1) ZONING DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD); 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 52.52 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 52.52 acres, more or less, being formerly zoned Commercial (C-1) with the Mixed Use (MU) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1743, is hereby rezoned to the Planned Unit Development (PUD) to wit:

PIN # 28-3N-23-0000-0017-0010

PARCEL

A PARCEL OF LAND ("the LAND") LOCATED IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, LESS 28.20 ACRES FOR INTERSTATE 10 RIGHT OF WAY, OKALOOSA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 28, RUN NORTH 00° 54' 30" WEST ALONG THE WESTERLY SECTION LINE, 2643.40 FEET TO THE NORTHWEST CORNER OF SOUTHWEST 1/4; THENCE NORTH 88° 51' 41" EAST, 2630.27 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4; THENCE SOUTH 00° 54' 30" EAST, 2638.80 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4; THENCE SOUTH 88° 45' 41" WEST ALONG THE SOUTHERLY SECTION LINE, 2630.29 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT RIGHT OF WAY FOR US I-10, AND LESS AND EXCEPT PROPERTY LOCATED SOUTH OF US I-10.

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. The effective date of this Ordinance shall be the date the Comprehensive Plan Amendment is adopted by Ordinance # 1743 and becomes legally effective.

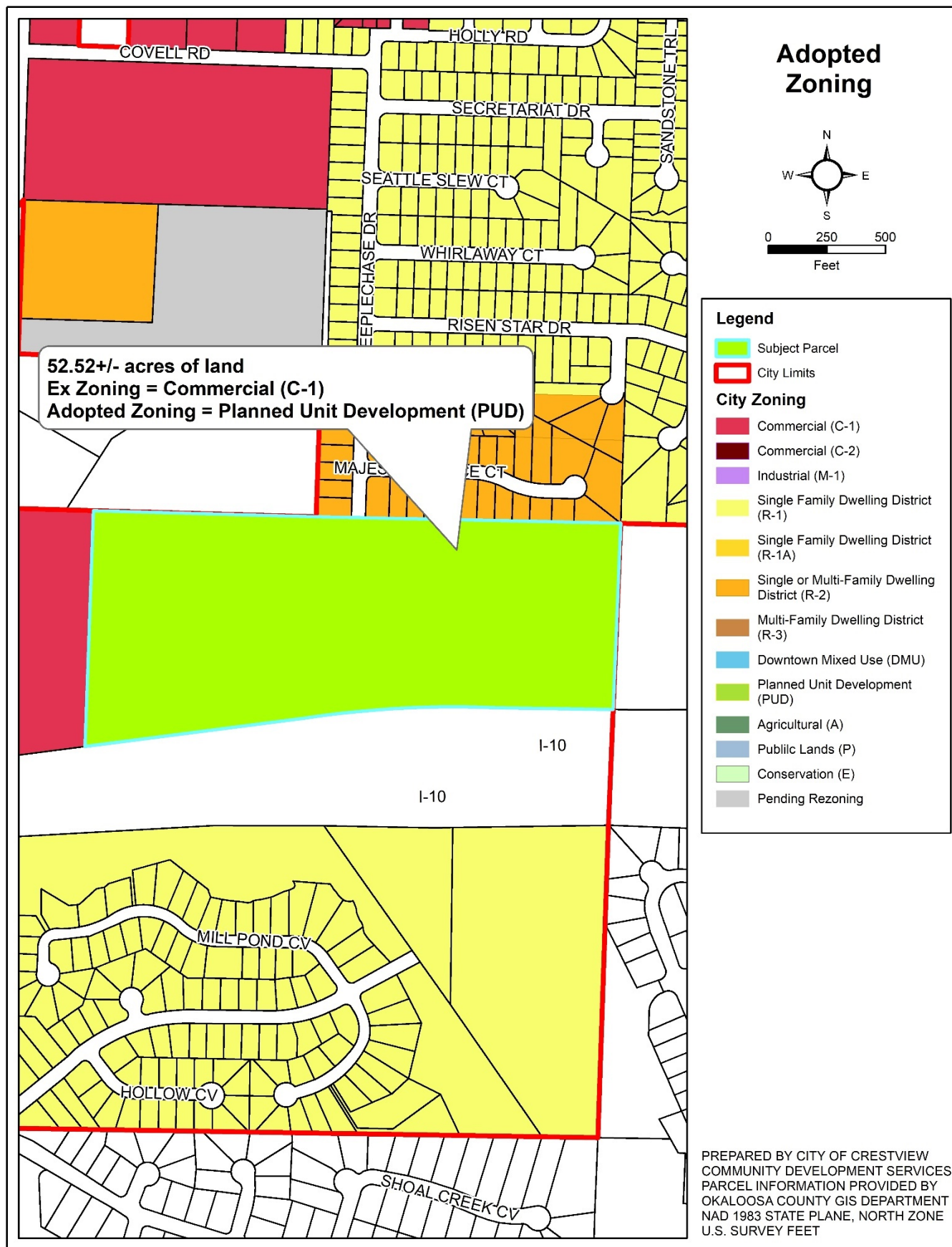
**PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW,
FLORIDA ON THE _____ DAY OF _____, 2020.**

ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN
Mayor





Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 2/20/2020
SUBJECT: Ordinance 1745 - McKinnie Annexation

BACKGROUND:

Thomas L McKinnie et al, property owners, applied for voluntary annexation of a ±2.31-acre parcel of land located in Section 04, Township 3 North, Range 23 West, Okaloosa County, Florida. The parcel identification number is 04-3N-23-1840-0011-0030 in the public records of Okaloosa County.

The LPA recommended approval on January 21, 2020.

DISCUSSION:

Staff provided a complete evaluation of the request. The details of this evaluation are found in the attached staff report.

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.

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.

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

FINANCIAL IMPACT

Adoption of Ordinance No. 1745 could have a small positive financial impact on the City.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1745 on second reading.

Attachments

1. Planning Staff Report - McKinnie
2. 2020-0121 LPA Minutes - McKinnie

ORDINANCE: 1745

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 2.31 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 04, TOWNSHIP 03 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 2. LAND DESCRIPTION. The following described unincorporated area contiguous to the City of Crestview, Florida, is hereby annexed to the City:

PIN # 04-3N-23-1840-0011-0030 (Deed recorded in Book 2199, page 662, dated October 14, 1998)

LOTS 3 AND 4, BLOCK 11, OAKDALE MINIATURE FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

SECTION 3. BOUNDARY. The existing boundary line of the City of Crestview, Florida, is modified to include the herein referenced tract of land and the base, zoning and land use maps shall be updated to reflect these changes pursuant to law.

SECTION 4. LAND USE AND ZONING. Pursuant to general law, the property hereby annexed was subject to Okaloosa County land development, land use plan, and zoning or subdivision regulations, which shall remain in full force and effect until rezoning and land use changes are finalized by the City in compliance with the Comprehensive Plan.

SECTION 5. COMPREHENSIVE PLAN UPDATE. Pursuant to Chapter 163.011, et seq. petitioner for annexation shall apply through the City for a Comprehensive Plan change which will designate the future land use category for the parcel as Commercial (C) with Commercial (C-1) zoning to be assigned and run concurrent with the approval and adoption of the Comprehensive Plan amendment by the proper authorities.

SECTION 6. MAP UPDATE. The Base, Zoning and Future Land Use Maps shall be updated at the earliest

possible date.

SECTION 7. FILING. Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

SECTION 8. 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 9. 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 10. 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 11. 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 12. EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

**PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW,
FLORIDA ON THE _____ DAY OF _____, 2020.**

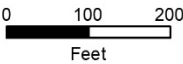
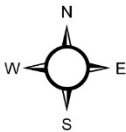
ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN
Mayor

Subject Parcel
Aerial Exhibit



Legend

- 04-3N-23-1840-0011-0030
- City Limits



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



PLANNING AND ZONING STAFF REPORT TO THE LOCAL PLANNING AGENCY AND CITY COUNCIL

PROJECT NAME: Third Ave Parcel Annexation, Comp Plan Amendment, & Zoning Change

ORDINANCE NUMBER(S): 1745 Annexation
1746 Comp (small scale)
1747 Rezone 20-08

AGENDA DATE: LPA – Public Hearing: January 21, 2020
City Council – First Reading: February 10, 2020
City Council – Second Reading & Public Hearing: February 24, 2020

LAST AMENDED DATE:

1.	References Reviewed and Applied	
	a. Crestview Code of Ordinances, Current Edition b. Crestview Comprehensive Plan, Current Edition c. Florida Statutes, Current Edition	
2.	Project Summary	
	Property Owner(s) McKinnie Thomas L & Et al 241 Cypress St Ft Walton Bch, FL 32548 Applicant Property Owners Staff Planner: Elgin A. Duley III, Planning Administrator Dawn Barnes, Planner I	Property Location: The subject property is generally located on the northeast corner of the intersection of Industrial Drive and Third Avenue, and consists of 2.5+/- acres; PIN 04-3N-23-1840-0011-0030 Application Information: The applicant has requested Annexation and Comprehensive Plan Amendment to Commercial (C), and Zoning designation of Commercial (C-1), to allow for commercial development. Staff Recommendation: Approval of the requested actions, subject to any conditions provided in the following report or suggested by the LPA. Public Notice: • Notice letters sent to property owners within 300' of the subject property on 12/31/19 • Property posting on 1/7/20 • Ad run on 1/11/20 • BOCC notified on 1/11/20
3.	Application / Project Analysis	

Project Description

The applicant(s) has requested the Annexation, Comprehensive Plan amendment to **Commercial (C)**, and rezoning of the subject property to **Commercial (C-1)**. This Future Land Use amendment will allow the newly annexed lands to be developed commercially. This zoning change will implement the Future Land Use change and require any proposed development to meet the Land Development Code's C-1 zoning district requirements.

Project Context

Current Conditions:

The subject property is currently developed by one commercial structure. The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
East	County MU	County MU	Commercial
South	County MU	County MU	Commercial
West	County MU	County MU	Commercial
North	City C-1	City C-1	Commercial

Project Compatibility:

A development application concerning the subject property has not been submitted. Based on the requested land-use and zoning designations, the property will be developed commercially. The surrounding uses are all commercial in nature. Compatibility of the requested comprehensive plan amendment and zoning change with the neighborhood could be continued with the requested changes.

Regulatory and Statutory Compliance:

Florida Statute Chapter 163. The proposed amendment is on a 2.5 +/- acre parcel and is being processed as a small-scale comprehensive plan amendment to the Future Land Use Map in accordance with Florida Statutes. As such, the amendment is being brought before the Local Planning Agency in a public hearing and before the City Council in a public hearing (the adoption hearing). The Florida Department of Economic Opportunity does not require review of small-scale Future Land Use Map amendments unless challenged by an affected party within 30 days of adoption by the City Council.

City of Crestview Comprehensive Plan. Chapter 7 of the Comprehensive Plan establishes the various requirements for Future Land Use categories and the applicant requested amendment to designate the annexed property as an Industrial Land Use is in keeping with the Plan. The Future Land Use Map of the Comprehensive Plan has established the appropriate land uses. The appropriate intensity and impervious surface area maximums will be assured during development review. Specific Comprehensive Plan Goals Objectives and Policies in support of the requested actions are as follows:

Policy 7.A.2.2 – Because the amendment may serve to discourage urban sprawl.

Policy 7.A.6.3 – Because the amendment promotes infill development.

Policy 16.A.1.5 – Because the amendment may be beneficial to existing commercial development, will encourage business retention and create a favorable business climate for existing businesses.

Crestview Land Development Code. The use of the property as an allowable commercial use, provided the Comprehensive Plan and Zoning change is approved, will undergo development review to ensure compliance with the Land Development Code.

Adequate Public Facilities:

When a development application is made, all impacts to City services will be addressed through the staff review and Development Order approval processes. There is currently an existing commercial structure on the site that has been operating for a number of years with no known negative or adverse effects on City infrastructure. The existing infrastructure in this area is sufficient to facilitate growth.

Environmental Impacts:

Wetlands and Environmentally Sensitive Lands – Current wetlands data indicates the absence of any jurisdictional wetlands within the subject property.

Historical and/or Archeological Resources – The application does not address the presence of any historical or archeological resources onsite.

General Staff Comments:

Planning and Zoning. The requested changes are consistent with the nature of the area and are in compliance with the desired growth of that area.

4.	Findings
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- a. The request for Annexation satisfies Florida Statute requirements for voluntary annexation.
- b. The request for Comprehensive Plan Amendment is consistent with the above references and will not be a detriment to the surrounding property.
- c. The request for Zoning Change is consistent with the above references and will not be a detriment to the surrounding property.
- d. No adverse impacts to level of service standards nor to environmentally sensitive lands have been perceived.

5.	Conditions of Approval
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- a. Staff does not apply nor recommend the application of any conditions for approval of the current requests.

6.	Conclusion and Recommendation
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- a. The applicant has submitted the forms for Annexation, Comprehensive Plan Amendment, and Zoning Change of the property. The proposed actions satisfy the requirements of the City of Crestview's adopted Comprehensive Plan, and Land Development Code.
- b. The associated Comprehensive Plan Amendment should not pose a problem if supported by proper documentation and Council intent.
- c. Please review the applications based on the characteristics of the site and surrounding area; the nature of the development, including the land use type and densities; and conformity of the development with the City's Comprehensive Plan, the City's Code of Ordinances and other applicable state and city regulations, in deciding the request.

Based on the analysis above and the findings of fact, staff recommends **APPROVAL** of the applications for Annexation, Comprehensive Plan Amendment, and Zoning Change.

Assigned Staff: Elgin Duley III, Planning Administrator
Dawn Barnes, Planner I

Received Public Comments:

- 1) None.

Exhibit A.



Exhibit B.

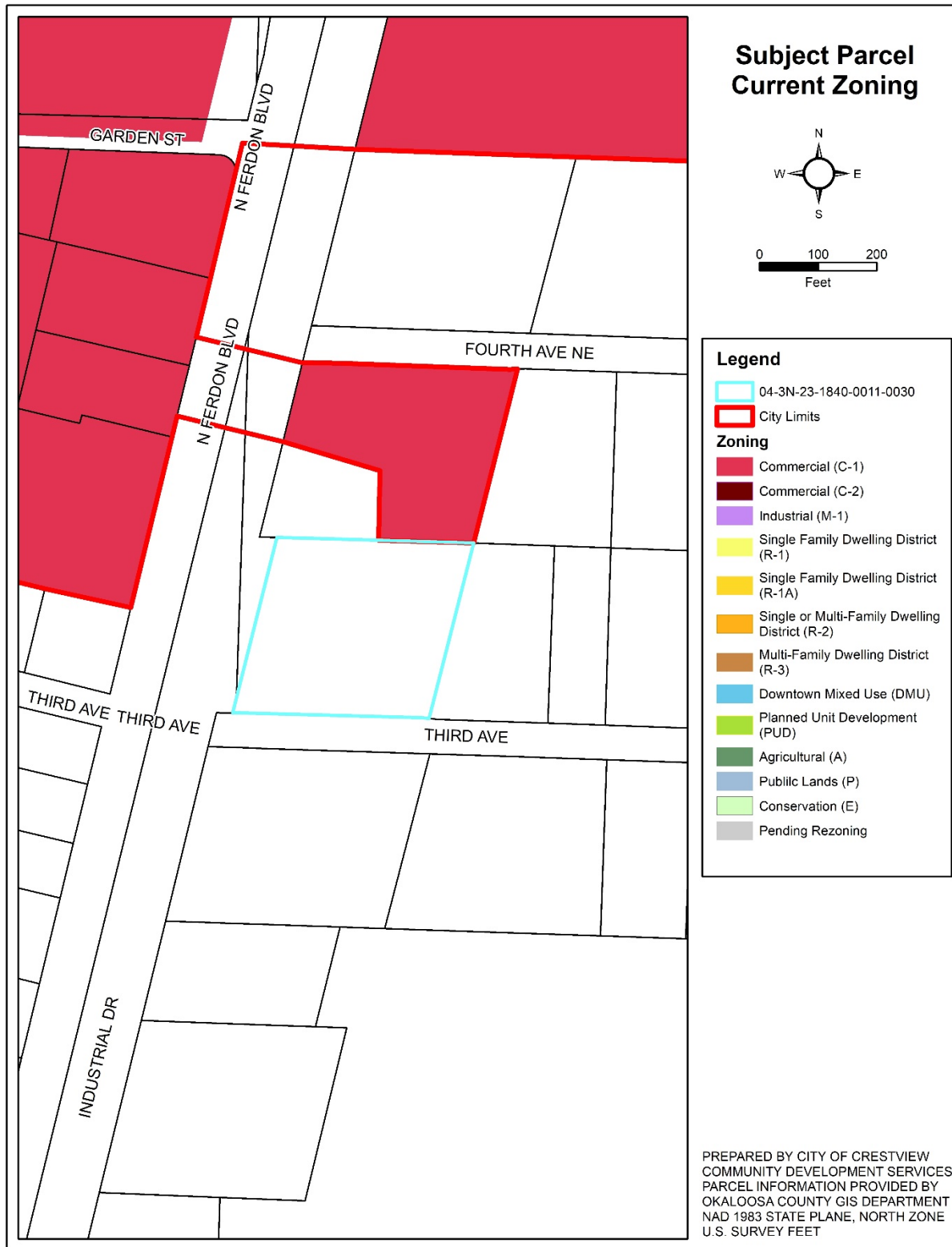


Exhibit C.

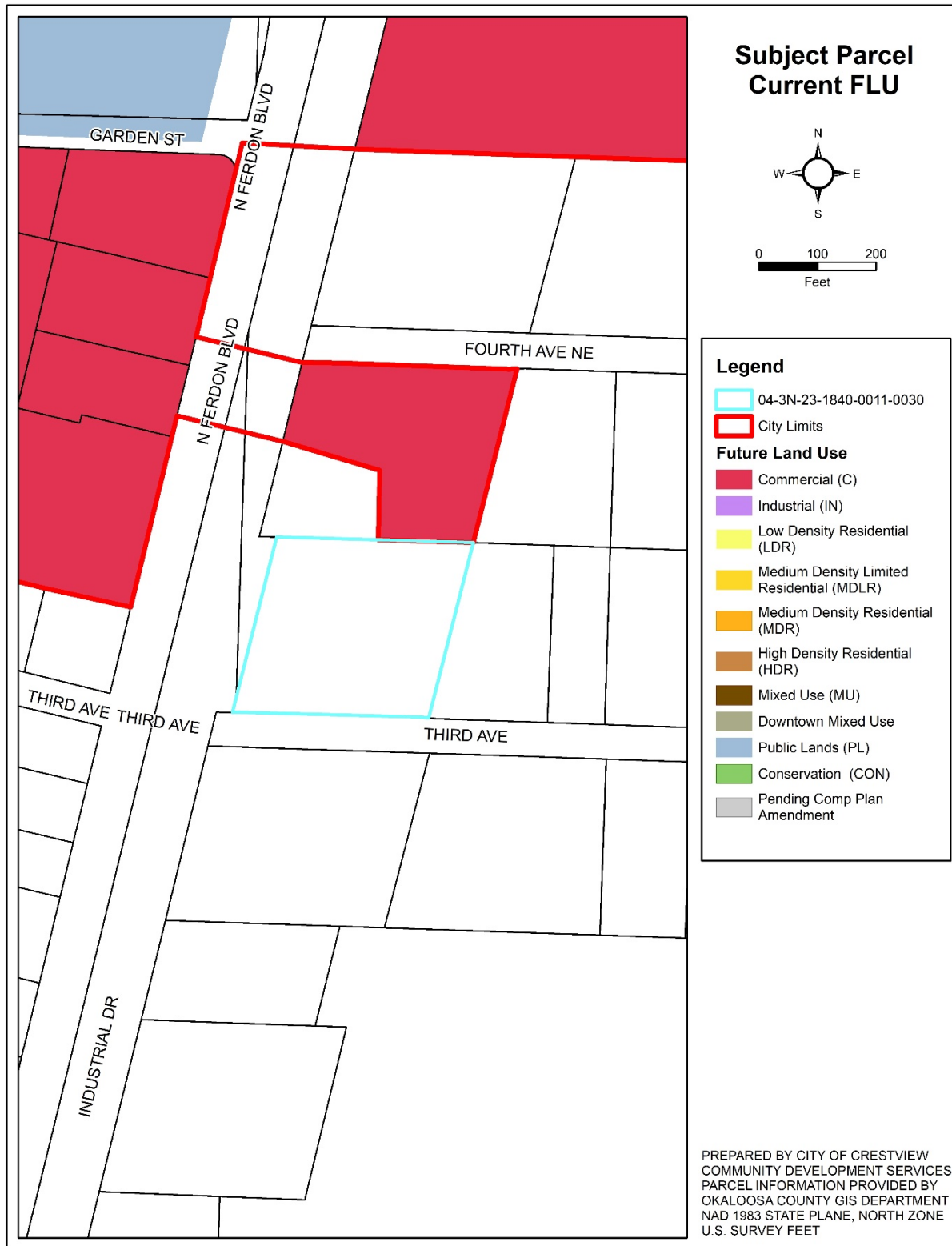


Exhibit D.

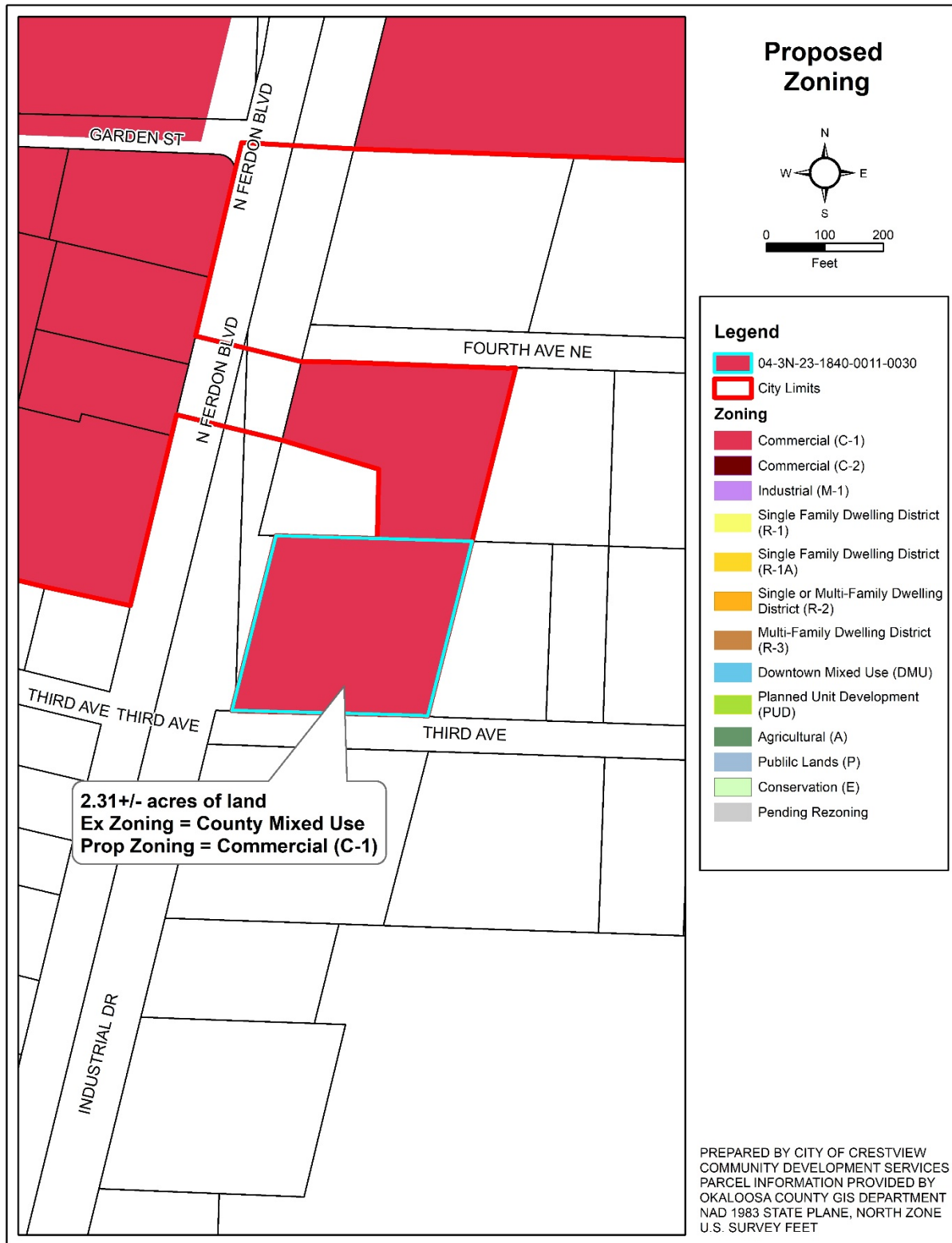
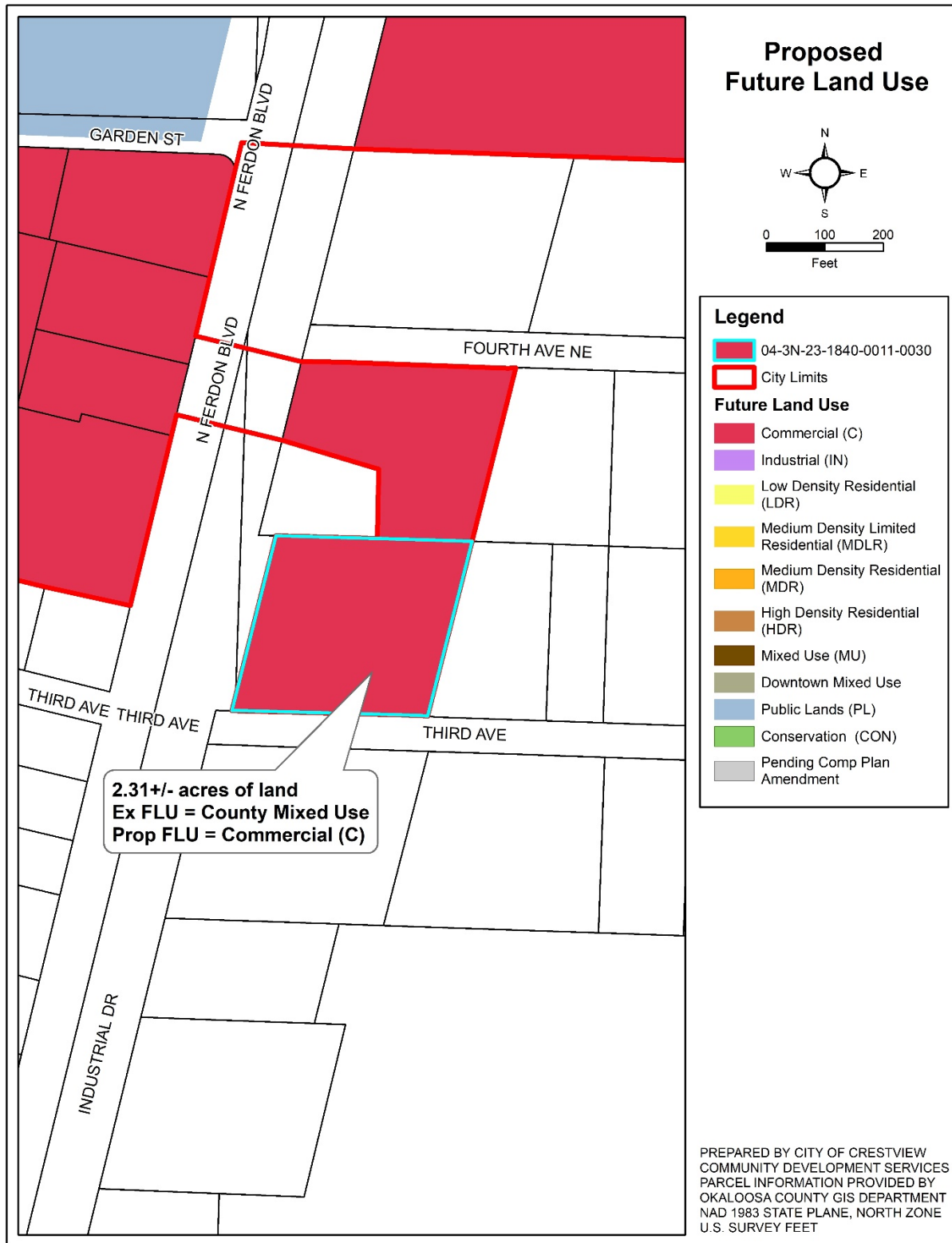
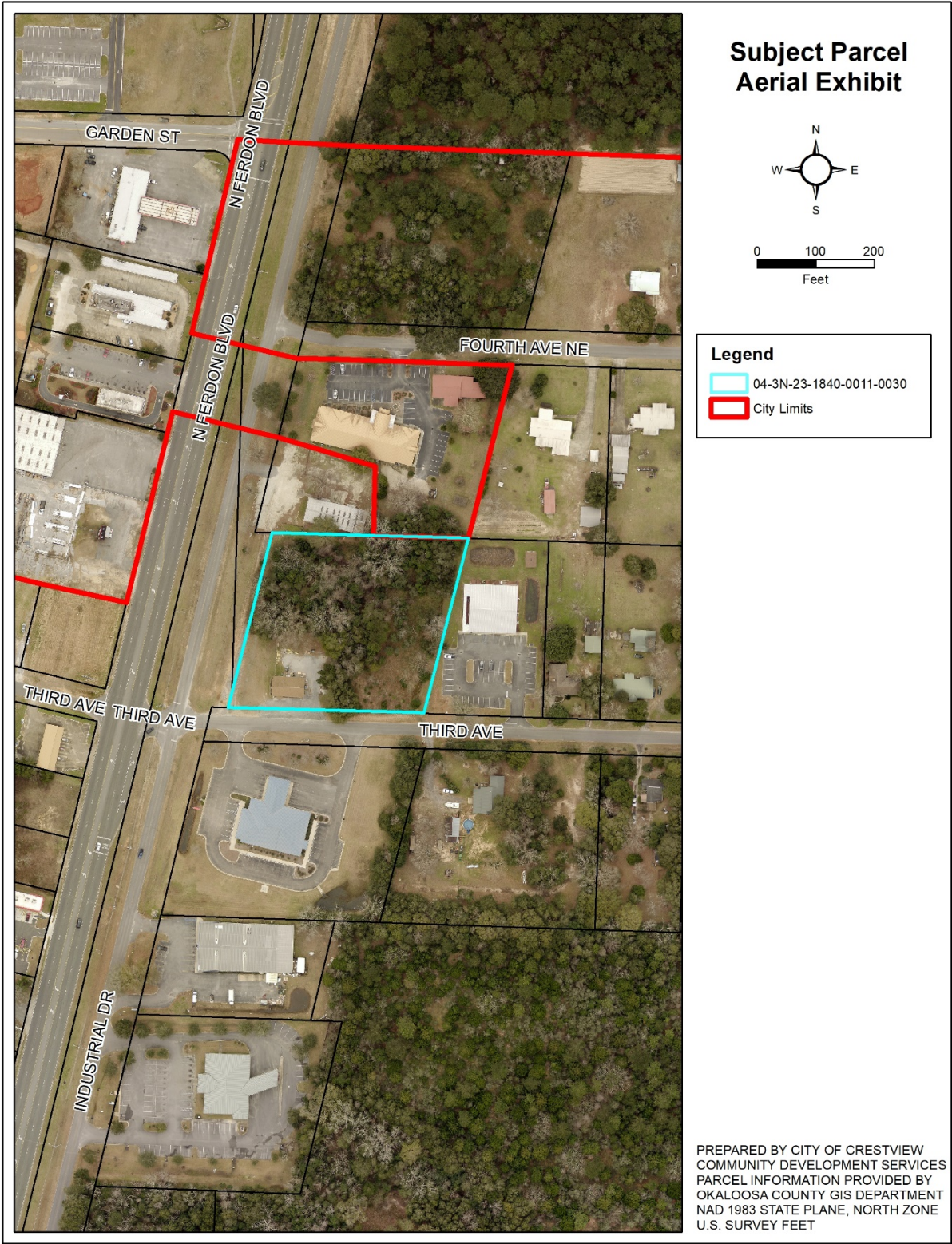


Exhibit E.





Local Planning Agency Minutes
January 21, 2020
6:00 PM
Council Chambers

1. CONVENE

Mr. Conner called the meeting to order at 6:00 PM. He then called Ms. Roy to speak on the upcoming changes to the way the meetings will be presented. She notified the members that they would be receiving an email from her in the next week or two to attend training on CivicClerk. There will also be a short mock meeting prior to the next LPA meeting.

2. REVIEW

2.6. Ordinance 1745 - McKinnie Annexation

Mr. Duley presented the project. Mr. Conner asked for action by the board.

Mr. Carroll motioned to approve, and Mr. Haynes seconded. All voted in favor.

2.7. Ordinance 1746 - McKinnie Comprehensive Plan Amendment

Mr. Duley restated the request to change the future land use to Commercial.

Mr. Conner asked if there was anyone from the audience who wished to speak for or against the request. Hearing none, he asked for comments from the Board. Hearing none, he then asked for action by the Board.

Mr. Carroll motioned to approve, and Mr. Jones seconded. All voted in favor.

2.8. Ordinance 1747 - McKinnie Rezoning

Mr. Conner asked for anyone in the audience who wished to speak for or against the request. Hearing none, he asked for action by the Board.

Mr. Haynes motioned to approve, and Mr. Roy seconded. All voted in favor.

3. CONSIDER

Mr. Duley reminded the Board to watch their email for training on CivicClerk and pointed out the changes coming to the packet. He also wanted to make the Board aware of the new date, February 8, for the Economic Development Meeting at 2:00 and the Transportation Meeting at 3:30.

4. ADJOURN

Mr. Jones motioned to adjourn, and the meeting adjourned at 6:56.



Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 2/20/2020
SUBJECT: Ordinance 1746 - McKinnie Comprehensive Plan Amendment

BACKGROUND:

Thomas L McKinnie et al, property owners, applied for a Comprehensive Plan Amendment to the Future Land Use Map of a ±2.31-acre parcel of land located at 2106 Fourth Avenue NE, generally being located in Section 4, Township 3 North, Range 23 West, Okaloosa County, Florida.

The LPA recommended approval on January 21, 2020.

DISCUSSION:

Staff provided a complete evaluation of the request. The details of this evaluation are found in the attached staff report under item 13.5.

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.

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.

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

FINANCIAL IMPACT

Adoption of Ordinance No. 1746 could have a small positive financial impact on the City.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1746 on second reading.

Attachments

None

ORDINANCE: 1746

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY MIXED USE (MU) FUTURE LAND USE CATEGORY TO COMMERCIAL (C) FUTURE LAND USE CATEGORY ON APPROXIMATELY 2.31 ACRES, MORE OR LESS, IN SECTION 04, TOWNSHIP 03 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Section 2 of the City Charter, §163.3187 F.S., §166.021 F.S., §166.041 F.S. and the adopted Comprehensive Plan.

SECTION 2. FINDINGS OF FACT. The City Council of the City of Crestview finds the following:

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Mixed Use (MU) Future Land Use Category to the Commercial (C) Future Land Use Category on a parcel of land containing 2.31 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

SECTION 3. PURPOSE. The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020" as described in Section 4.

SECTION 4. FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 2.31 acres of land, more or less, from the Okaloosa County Mixed Use (MU) Future Land Use Category to the Commercial (C) Future Land Use Category. For the purposes of this Ordinance and Comprehensive Plan Amendment, the 2.31 acres, more or less, is known as Parcel 04-3N-23-1840-0011-0030 and commonly described as:

A PARCEL OF LAND ("the LAND") LOCATED IN SECTION 4, TOWNSHIP 3 NORTH,

RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 3 AND 4, BLOCK 11, OAKDALE MINIATURE FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

The Commercial (C) Future Land Use Category is hereby imposed on Parcel 04-3N-23-1840-0011-0030. Attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 04-3N-23-1840-0011-0030 thereon.

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

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

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

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

SECTION 9. EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the amendment in compliance with §163.3184, F.S.

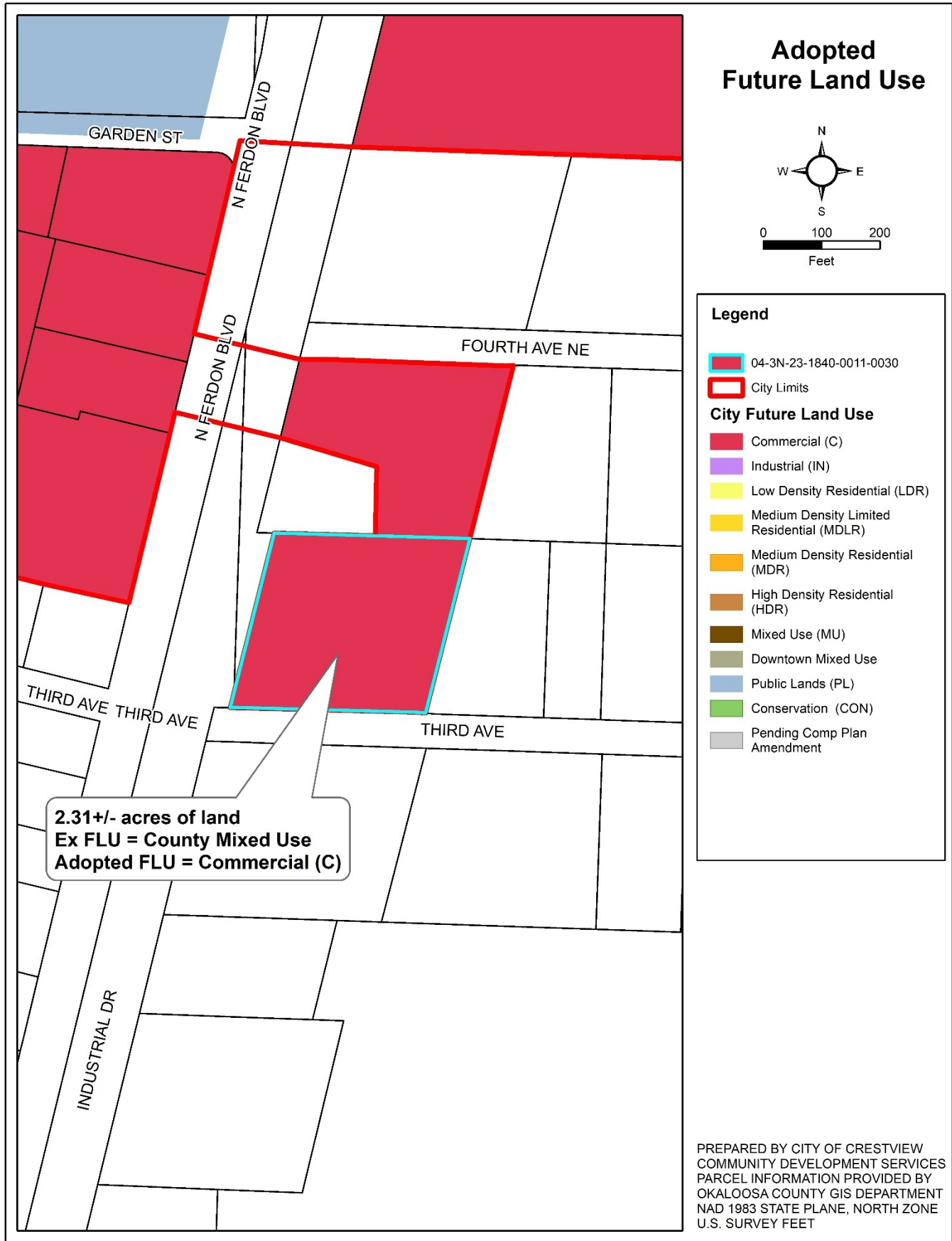
PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE _____ DAY OF _____, 2020.

ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN
Mayor





Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 2/20/2020
SUBJECT: Ordinance 1747 - McKinnie Rezoning

BACKGROUND:

Thomas L McKinnie et al, property owner, applied for a zoning change of a ±2.31-acre parcel of land located at 2106 Fourth Avenue NE, generally being located in Section 4, Township 3 North, Range 23 West, Okaloosa County, Florida.

The LPA recommended approval on January 21, 2020.

DISCUSSION:

Staff provided a complete evaluation of the request. The details of this evaluation are found in the attached staff report under item 13.5.

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.

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.

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

FINANCIAL IMPACT

Adoption of Ordinance No. 1747 could have a small positive financial impact on the City.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1747 on second reading.

Attachments

None

ORDINANCE: 1747

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 2.31 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 04, TOWNSHIP 03 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY MIXED USE (MU) ZONING DISTRICT TO COMMERCIAL (C-1); 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 2.31 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 2.31 acres, more or less, being formerly zoned Okaloosa County Mixed Use (MU) with the Commercial (C) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1746, is hereby rezoned to Commercial (C-1) to wit:

PIN # 04-3N-23-1840-0011-0030

PARCEL

A PARCEL OF LAND ("the LAND") LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 3 AND 4, BLOCK 11, OAKDALE MINIATURE FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

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. The effective date of this Ordinance shall be the date the Comprehensive Plan Amendment is adopted by Ordinance # 1746 and becomes legally effective.

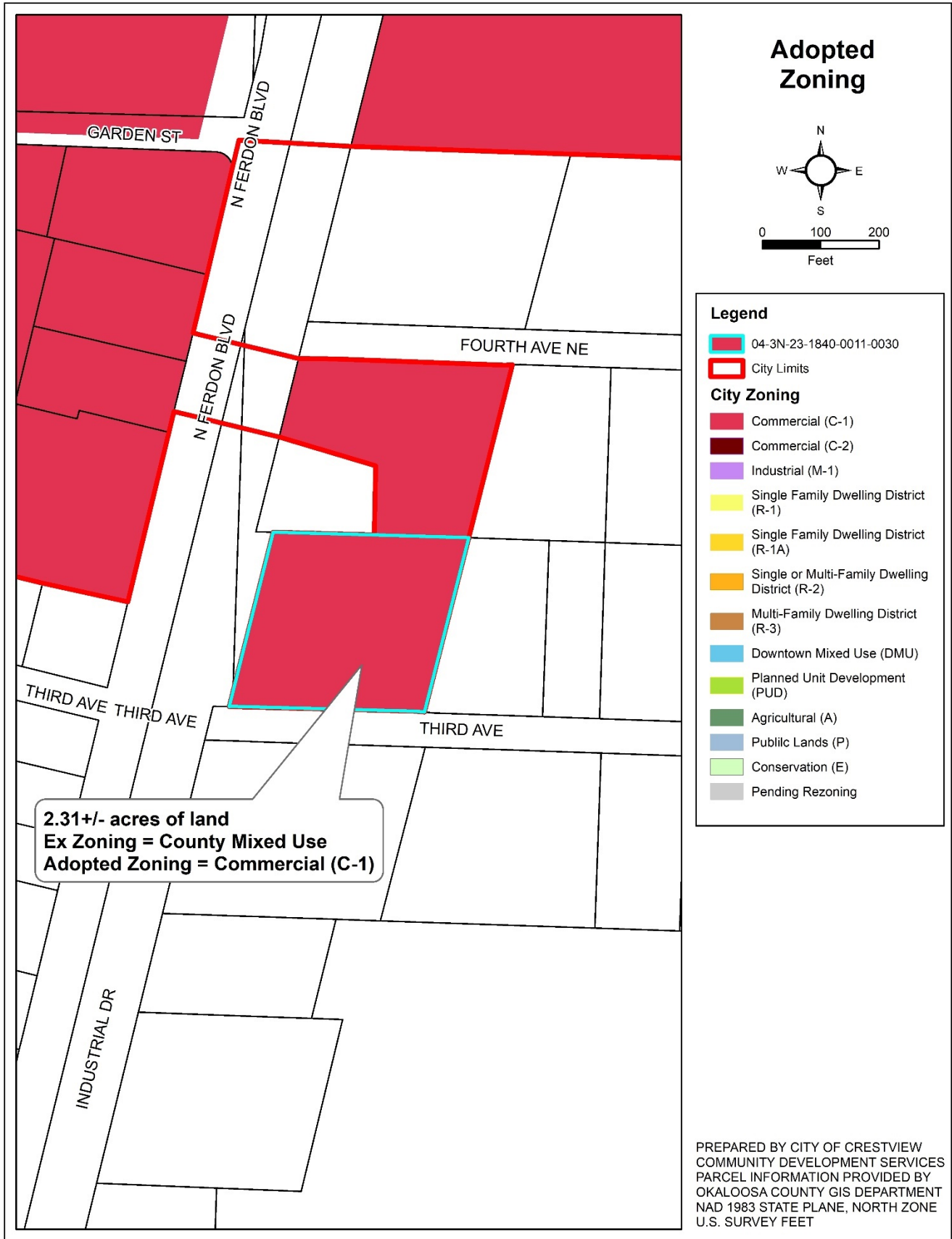
**PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW,
FLORIDA ON THE _____ DAY OF _____, 2020.**

ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN
Mayor





Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Purchase / Contract

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Public Services Director
DATE: 2/20/2020
SUBJECT: Environmental Center Demolition and Removal

BACKGROUND:

The existing Environmental Center Building (house) needs asbestos abatement, demolition and removal to provide space for a new playground being donated by the Kiwanis at the facility.

DISCUSSION:

The city built a new metal building to take the place of the old Environmental Center building. The original budget was \$100,000.00 to construct a new building, provide parking, lighting and fencing, also the plan was to give away the old house for free and have it removed from the property, it was advertised twice but no offers or takers were received.

Asbestos abatement was not part of the original budget or cost.

An asbestos survey was conducted in August 2019 which showed the old house does contain asbestos inside and out; therefore, it must be torn down and disposed of in an environmentally safe and friendly way.

Quotes were sought and received for the asbestos abatement and removal.

1. Cross Environmental Services - \$21,410.00
2. Jobe's Dirt Work - \$27,500.00
3. Lang Environmental Inc. - \$46,848.00

These quotes are attached for your review.

These prices do not include demolition of the old house.

A separate demolition quote of \$3500 was received from Jobe's Dirt Work.

Staff has reviewed the three quotes and is recommending that the City Council approve the award to a single contractor which in this case the only bidder which proposed both the demolition and the abatement was Jobe's Dirt Work.

The completion the of this demolition will will complete the City's portion of this project. Upon demolition Kiwanis will be notified that the site is ready for the playground equipment previously awarded to the project.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This presentation is to request the funds to pay for this asbestos abatement, demolition and removal. A determination has been made that certain budget residuals within the General and Administrative Department will be available to fund this expenditure.

RECOMMENDED ACTION

Staff respectfully requests City Council approval to award the full contract for abatement and demolition to Jobe's Dirt Work \$31,000.00.

Attachments

1. 20200206094011245



JOBE'S DIRT WORKS LLC

5592 OLD RIVER ROAD

BAKER, FL 32531

Jobe: 850 - 546 - 1514

Office: 850 - 375 - 6771

E-mail: JobesDirtWorks@gmail.com

COMMERCIAL & RESIDENTIAL DEMOLITION

LICENSED & INSURED

Feb. 4, 2020

To: Crestview Public Works c/o Chuck Powell
715 N. Ferdon Blvd.
Crestview, FL 32536

E-mail: ChuckPowell@CityofCrestview.org

Re: Bid for 130 Butler Circle, Crestview, Florida
Parcel i.d. # 07-3N-23-1760-0001-0010

Includes:

- Asbestos Abatement

\$ 27,500.00

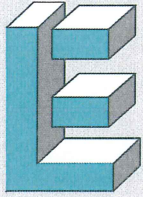
To be paid at completion.



Jobe Everson
Jobe's Dirt Works LLC

Signature

Print name & address



Lang Environmental, Inc.

September 23, 2019

Mr. Chuck A Powell
Assistant Director Dept of Public Services
Crestview Public Works
715 N Ferdon Boulevard
Crestview Florida 32536
Via E-Mail: mgrhvfl@mediacombbnet

Reference: Asbestos Abatement
Former Residential Structure
130 Butler Circle, Crestview, Florida
LE Proposal No. 19-AAA

Dear Mr. Powell:

Pursuant to your request, Lang Environmental, Inc. (LE) is pleased to submit this proposal to perform professional Demolition & Asbestos Abatement Services for the above- referenced project. The scope of work for this proposal including the quantity take- offs were obtained by Ronnie Wilson of Lang Environmental during a phone conversation/email with Chuck Powell. The following section contains a detailed description of our proposed scope of work and associated fees for completion of this project.

Additionally, we have relied on the “**Technical Specification for Asbestos Abatement**”, created by **Southern Earth Sciences, Inc.** In this proposal, we have included a brief description of our scope of work along with the associated costs required for completion of this project.

Scope of Work:

1. Submit/Modify an existing “Courtesy Notification” EPA NESHAPS “Notice of Asbestos Demolition Project” form and corresponding fee to the local Branch Office of the FDEP Northwest District.
2. Provide a copy of all applicable “Pre-Job” submittals including, but not limited to the following; copies of LE’s State of Florida Asbestos & Lead Abatement Contractor license, insurance certificates, bonds, detailed schedule for completion, EPA AHERA Asbestos & Lead Supervisor and Worker training certifications, and copies of OSHA-required medical surveillance/personnel clearances, respirator training, and fit testing documentation.
3. Post asbestos warning signs and barrier tape around the perimeter of each work area to notify all personnel of Asbestos & Lead Abatement.
4. Supply and install individual and/or combined containment areas as required to properly segregate and isolate the individual work areas listed above. Includes the supply and installation of a modified and/or full containment systems consisting of critical barriers (to seal all penetrations into the work area), and one (1) layer of 6-mil polyethylene sheeting sealed with duct tape on all affected walls one (1) layer of 6-mil polyethylene sheeting sealed with duct tape on all affected ceiling areas.

Environmental Remediation

- ☑ Asbestos Removal
- ☑ Lead Paint Abatement
- ☑ Indoor Environmental Quality
- ☑ Mold/Mildew/Fungus
- ☑ Environmental Demolition
- ☑ HAZMAT Clean up

General Contracting

- ☑ Health Care Construction
- ☑ Commercial Construction
- ☑ Tenant Build-Outs

Tampa

6418 Badger Drive.
Tampa, Florida 33610-2004
(813) 622-8311
Fax (813) 623-6012

Jacksonville

1188 Bert Road, Suite 6
Jacksonville, Florida 32211
(904) 726-9170
Fax (904) 726-9168

WWW.L-E.CC

Scope of Work (Cont.):

5. Install three-stage decontamination units, consisting of a clean room, shower and equipment room, as appropriate, for each regulated asbestos removal work area. Install sufficient HEPA-filtered negative air pressure machines, to change out the air in the work area, and vent the exhaust outside the building.
6. Remove and dispose of the following types and quantities of existing asbestos-containing materials:

Item Description	Units	Unit Type	Location
Remove Vat/Mastic	1040	Square feet	
Remove Transite Siding	2300	Square feet	
Remove Windows	20	Each	
Remove Drywall	2300	Square feet	
Remove Ceiling	1000	Square feet	
Remove Wood Panels	2300	Square feet	

7. After removal is completed, the work areas will be HEPA vacuumed and/or wet wiped as appropriate and encapsulated to lockdown any remaining fibers.
8. Perform personal exposure monitoring of a minimum of 25% of the designated workforce for compliance with OSHA 29 CFR 1926.1101.
9. All designated bags of asbestos & lead waste will be stored in lockable dumpsters on-site and then transported to a State of Florida licensed “Asbestos Landfill” facility.
10. Provide a copy of all applicable “Post-Job” submittals including, but not limited to the following; copies of LE’s Daily Work logs, Exposure Logs, OSHA personal air monitoring results, and a copy of the applicable asbestos waste manifest/waste shipment receipt forms (WSRs).

Work by Others:

1. Removal and disposal of all non-asbestos-containing contents, furniture and construction debris and power disconnection.
2. Provide temporary restrooms, water and electric service during the entirety of all asbestos removal operations.
3. Supply an independent testing laboratory and State of Florida licensed Asbestos Consultant to perform a final visual observation/inspection and/or final clearance air sampling and analysis, with acceptable levels being less than or equal to 0.01 fibers/cc, as measured by Phase Contrast Microscopy.

Safety & Quality Control Program:

1. Lang Environmental has an active safety program with a dedicated safety manager who will monitor the project and conduct weekly safety meetings, as appropriate.
2. Personnel air monitoring analysis will be performed by an independent testing lab.
3. All personnel working on this project will have pre-employment physicals, and have the medical examinations available for your review, in accordance with OSHA requirements.

*Asbestos Abatement –
Former Residential
Crestview, FL*

Page 3

5. All personnel working on this project will have completed a training program covering the key aspects of asbestos and safe removal.
6. All personnel shall complete a respirator training program as part of their overall training. All personnel shall wear disposable protective coveralls for removal and disposal operations and shall wear the appropriate respirator for removal.
7. All personnel will complete a certificate of worker's release form.

Insurance:

Lang Environmental will provide a \$1 million Occurrence policy for asbestos special liability insurance and a \$1 million policy for general liability, automobile and workers compensation. Additionally, we also have a \$5 Million-dollar excess liability policy.

Documentation:

Lang Environmental will assure that the owner receives all required documentation for any project. The documentation may consist of EPA notification, insurance, landfill receipts, daily logs, air monitoring results, etc. will be submitted to the client after the project is completed.

Licensing:

Lang Environmental has met all the requirements for licensing as an asbestos contractor, and Charles W. Mowat holds the license for the company. We were one of the first companies licensed by the State of Florida (CJ C1154142). We are also a licensed Class "A" General Contractor (CG CA23888) in Florida.

Price:

Lang Environmental will supply all transportation, labor, materials, equipment, disposal and insurance required to complete the above-mentioned scope of work for a total of \$46,848.00.

Schedule for Completion:

The above-referenced scope of work and overall pricing is based completion of all on-site asbestos abatement work activities in one (1) consecutive phase consisting of approximately Nine (9) workdays.

Invoicing & Terms:

Payment terms are net 30 days from the date of the request and corresponding invoice.

Lang Environmental appreciates the opportunity to submit this proposal to City of Crestview for completion of this project. If you have any questions, please do not hesitate to contact us at (813) 622-8311.

Sincerely,
Ronnell W. Wilson
Vice President

Accepted By & Dated:



September 12, 2019

City of Crestview
Public Services
c/o Chuck A. Powell
715 North Ferdon Blvd.
Crestview, FL 32536
(850) 682-6132
chuckpowell@cityofcrestview.org

Subject: Asbestos Abatement for property located at 130 Butler Circle, Crestview, FL
Proposal no.: P19-0574

Dear Mr. Powell:

Cross Environmental Services, Inc. (CES) is pleased to provide a quotation for the above referenced project. The general scope of services associated with our quotation includes all labor, material, equipment, supervision, and disposal associated with the asbestos removal and as defined per the Southern Earth Sciences asbestos survey dtd. August 16, 2019.

Scope of Services:

Our specific scope of services includes the following items:

- Filing of required regulatory notices, to Florida Department of Environmental Protection (DEP), if required.
- Asbestos certified personnel.
- Asbestos removal as defined per the Southern Earth Sciences asbestos survey dtd. August 16, 2019.
- Proper disposal of all ACM and C&D debris removed by CES.
- Estimated 10 working days to complete.
- All material removed will be disposed of appropriately.
- Equipment and labor.
- Price is based on a single mobilization.

Not Included:

- Power and Water (to be made available by Owner).
- New materials or construction.
- 3rd party air clearance or testing.
- Asbestos testing or air clearance

Cost Proposal:

All activities will be completed in a workman like manner by experienced technicians. Equipment utilized will be late model and in good working order. Pricing as follows:

Lump sum cost - \$21,410.00

This **Proposal** is **valid for 30** (thirty) **days** commencing on the date of this document. Following the expiry period of thirty **days**, and before the Agreement is accepted and signed by the client, prices are subject to change upon prior notification to the Client.

We ask that you review the above proposal and contact us with any questions that you may have. We appreciate the opportunity and look forward to working with you on the project.

Respectfully submitted,

Brandon Bishop

Cross Environmental Services, Inc.

155 Blake Ave. NW | Suite G3 | Fort Walton Beach, FL 32548

Main: 850.864.2200 | Fax: 850.864.2208 | Cell: 256-239-4486

bbishop@crossenv.com | www.crossenv.com

Accepted by: _____ Dated: _____



JOBE'S DIRT WORKS LLC

5592 OLD RIVER ROAD

BAKER, FL 32531

Jobe: 850 - 546 - 1514

Office: 850 - 375 - 6771

E-mail: JobesDirtWorks@gmail.com

COMMERCIAL & RESIDENTIAL DEMOLITION

LICENSED & INSURED

Feb. 4, 2020

To: Crestview Public Works c/o Chuck Powell
715 N. Ferdon Blvd.
Crestview, FL 32536

E-mail: ChuckPowell@CityofCrestview.org

Re: Bid for 130 Butler Circle, Crestview, Florida
Parcel i.d. # 07-3N-23-1760-0001-0010

Includes:

- Filing of NESHAP; Pulling of permit
- Demolition of old residential structure (building # 2 as notated by the property appraiser)
- Hauling and disposing of all debris
- Leveling of disturbed area upon completion

Does not include:

- Silt fencing
- Tree removal
- Fill dirt
- Seed or sod

\$ 3,500.00

To be paid at completion.

Jobe Everson
Jobe's Dirt Works LLC

Signature

Print name & address



Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 2/20/2020
SUBJECT: Foxwood Purchase Agreement

BACKGROUND:

The City Council instructed the City Manager to work with the City Attorney and the representatives from LivingRight Realty to negotiate the purchase of Foxwood Country Club for the not to exceed amount of 1.4 million dollars.

DISCUSSION:

The attached agreement is the result of the negotiations to purchase the Foxwood country club property.

Staff is asking for final approval of the purchase as proposed in the agreement and for permission for the Mayor to execute any documents necessary to complete the transaction.

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The funding necessary to purchase the property was recently approved by City Council.

RECOMMENDED ACTION

Staff respectfully requests City Council approval of the negotiated terms of this agreement. Staff additionally requests Council approval for the Mayor to execute any and all documents to accomplish this purchase.

Attachments

1. FoxwoodAgreement (1)

Commercial Contract



1. PARTIES AND PROPERTY: City of Crestview ("Buyer")

agrees to buy and ~~Foxwood Country Club, Inc.~~ ("Seller")

agrees to sell the property at: Foxwood of Crestview, LLC REBJ

Street Address: 4927 Antioch Road Crestview, FL 32536

Legal Description: see attached

and the following Personal Property:

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 1,200,000.00

(a) Deposit held in escrow by: n/a \$ 0.00
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: Jonathan Holloway Phone: 8503986808

(b) Additional deposit to be made to Escrow Agent

☐ within ___ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ___ days after Effective Date \$ 0.00

(c) Additional deposit to be made to Escrow Agent

☐ within ___ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ___ days after Effective Date \$ 0.00

(d) Total financing (see Paragraph 5) \$ 0.00

(e) Other \$ 0.00

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid
via wire transfer. \$ 1,200,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
and Buyer and an executed copy delivered to all parties on or before February 21, 2020, this offer
will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
_____. Calendar days will be used when computing time periods, except time periods of 5
days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
business day. Time is of the essence in this Contract.

April 30, 2020 REBJ

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on ~~March 31, 2020~~ (Closing Date), unless
specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer REBJ and Seller REBJ acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in Okaloosa County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within _____ days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer [Signature] and Seller REBU (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

CC-5 Rev 9/17

Serial#: 043947-400157-8342427

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Form
Simplicity

Page 113 of 172

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within _____ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

☒ Seller will, within 10 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☒ Buyer will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ (a) **As Is:** Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ (b) **Due Diligence Period:** Buyer will, at Buyer's expense and within 45 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

Buyer JBW and Seller REBU () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer [Signature] and Seller REBJ () () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 **17. DISCLOSURES:**

252 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
263 and radon testing may be obtained from your county public health unit.

264 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will
268 bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to
269 **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and
270 **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim
271 to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any
272 such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of
273 the **Buyer**.

274 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
275 right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this
276 Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of
277 purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at
278 closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate
279 with and assist **Buyer** in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not
281 assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement
282 to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This
283 Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if
284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**.
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a
293 licensed real estate Broker other than:

294 **(a) Seller's Broker:** Livin Right Real Estate, LLC Matthew McGee, Broker

(Company Name)

(Licensee)

295 102 Buck Dr. Unit C. Fort Walton Beach, FL 32548

(Address, Telephone, Fax, E-mail)

296 who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
297 ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify) _____
298 4% of the gross purchase price, payable from the proceeds at the time of closing

300 **(b) Buyer's Broker:** _____

(Company Name)

(Licensee)

(Address, Telephone, Fax, E-mail)

301 REBT Buyer John and REBT Seller _____ acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
303 ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
304

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
314 this Contract):

315 ☐ (A) Arbitration ☐ (E) Seller Warranty ☐ (I) Existing Mortgage
316 ☐ (B) Section 1031 Exchange ☐ (F) Coastal Construction Control L ☐ (J) Buyer's Attorney Approval
317 ☐ (C) Property Inspection and Repair ☐ (G) Flood Area Hazard Zone ☐ (K) Seller's Attorney Approval
318 ☐ (D) Seller Representations ☐ (H) Seller Financing ☐ Other _____

319 **23. ADDITIONAL TERMS:**

320 Contract is contingent on approval by the City Council after seller's acceptance

REBU Buyer and seller agree to extend the closing date by an additional 60 days if required by the seller
322 contract is contingent upon the successful merger of Beach Community Bank and First City Bank
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342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

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348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
357 to do so.

358 *JB Whitten* Date: 1/7/2020
(Signature of Buyer)

359 JB Whitten Tax ID No.: _____
(Typed or Printed Name of Buyer)

360 Title: Mayor Telephone: 850.682.3812

361 _____ Date: _____
(Signature of Buyer)

362 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

363 Title: _____ Telephone: _____

364 Buyer's Address for purpose of notice _____

365 Facsimile: _____ Email: _____

366 *Robert E Bennett, Jr* Date: 2/10/2020 7:10 PM CST
(Signature of Seller)

367 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

368 Title: _____ Telephone: _____

369 _____ Date: _____
(Signature of Seller)

370 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

371 Title: _____ Telephone: _____

372 Seller's Address for purpose of notice: _____

373 Facsimile: _____ Email: _____

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Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 2/20/2020
SUBJECT: Discussion of Cannabis Ordinance

BACKGROUND:

In December at a regular council meeting, the City Council was approached by several residents with questions about the City's prohibition on the sale of medical marijuana within the city limits.

Shortly following the meeting several City Council Members contacted the City Manager requesting a review of the ordinance and a workshop to discuss the ordinance and any potential changes.

DISCUSSION:

On November 13, 2017 The City Council adopted Ordinance 1629, an ordinance of the City of Crestview amending Chapter 18 of the Code of Ordinances addressing Cannabis related activities.

Ordinance 1629 Revoked the temporary moratorium initially adopted by the City Council. The moratorium prohibited the sale of cannabis within the city limits until such time as the City Council determined the permanent disposition of the issue.

The Ordinance used Section 381.986(11)(b)1 of the Florida Statute allowing a municipality to ban medical marijuana treatment centers from being located within the boundaries of the municipality.

The ordinance further stated that "Staff shall compile any other relevant regulations and recommendations and include in periodic reports to the City Council."

Staff has attached the section of the statute for discussion. The preemption in (11) remains.

The City Council held a workshop on this topic that resulted in a split vote.

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.

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no financial impact at this time.

RECOMMENDED ACTION

Staff respectfully requests City Council discuss the issue and provide a consensus on the steps moving forward.

Attachments

1. 1629
2. F.S. 381.986

ORDINANCE NO. 1629

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING CHAPTER 18, ARTICLE III, CANNABIS RELATED ACTIVITIES; PROVIDING FOR AUTHORITY; PROVIDING FOR THE AMENDMENT OF CHAPTER 18, ARTICLE III, BY REPEALING SECTION 18-77. TEMPORARY MORATORIUM AND REPLACING WITH SECTION 18-77. MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES; AND AMENDING SECTION 18-78, STUDY AND RECOMMENDATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the City of Crestview, Florida (the "City"), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in Section 166.021(3), Florida Statutes, the governing body of each municipality in the State has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, on November 8, 2016, Florida voters decided to amend the Florida Constitution to legalize the cultivation, production, and dispensing of medical cannabis for a broader population of eligible patients; and

WHEREAS, in 2016 the Florida Legislature amended the Right to Try Act, codified at Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and legalized the cultivation, production, and dispensing of "Medical Cannabis," as defined by Section 381.986(1)(f), Florida Statutes, and derivative products by a licensed dispensing organization to "Eligible Patients," as defined by Section 499.0295, Florida Statutes; and

WHEREAS, the Florida Legislature enacted Senate Bill 8A, with an effective date of July 1, 2017, which substantially reworded Section 381.986, Florida Statutes, and created a comprehensive regulatory scheme for the prescribing, use, permitting, cultivation, processing, transportation and dispensing of Medical Marijuana. Henceforth, the creation a new regulated entity known as a Medical Marijuana Treatment Center (MMTC).

WHEREAS, under the new statute MMTCs are vertically integrated, handling all respects the bringing of medical marijuana to the patient market including all aspects of cultivation, processing, transportation, dispensing and delivery devices.

WHEREAS, Florida Department of Health (DOH) adopted extensive rules governing businesses operated pursuant to these Statutes, including the regulation that to be permitted by the State DOH, a dispensary must be owned by a MMTC.

WHEREAS, cannabis businesses licensed pursuant to the law have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the dispensing of cannabis is currently illegal under federal law and the United States Drug Enforcement Agency has recently confirmed that cannabis remains a Schedule I drug under federal law, but the United States Department of Justice has discussed federal enforcement of such laws with respect to state regulated cannabis operations in the 2012 "Cole Memorandum," and;

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the distribution of cannabis exist, potentially including, offensive odors, trespassing, theft, fire hazards, increased crime in and about the dispensary, robberies, negative impacts on nearby businesses, nuisance problems, and increased DUI incidents; and

WHEREAS, the very restrictive limited preemption in the new version of Section 381.986, Florida Statutes (2017), leaves the City of Crestview few options for the regulation of the number and location of MMTC dispensaries. Basically, other than a complete ban, the City is limited to regulating MMTC dispensaries in the same manner as pharmacies; and

WHEREAS, the City Council is hereby implementing a ban until such time as the State allows more comprehensive local regulation of the location and number of dispensaries; and

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

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

SECTION I. AUTHORITY. The authority for enactment of this ordinance is contained in Section 2(b), Article VIII of the Constitution of the State of Florida, Chapter 166.021, Florida Statutes and Section 2, City Charter.

SECTION II. AMENDMENT.

CHAPTER 18, ARTICLE III, CANNABIS RELATED ACTIVITIES. Sections 18-76. Definitions; 18-77. Medical Marijuana Treatment Center Dispensing Facilities; 18-78. Study and Recommendations; 18-79. Penalties; 18-80 to 18-99. Reserved, of the City of Crestview Code of Ordinances is hereby created as follows:

Section 18-76. Definitions:

- a. *Derivative Product* means any form of cannabis suitable for administration to or consumption or use by a Qualified Patient, Eligible Patient, or any other similarly situated individual.
- b. *Dispensing Facility* means any facility, whether in a fixed location or mobile, where Derivative Product, Low-THC Cannabis or Medical Cannabis is dispensed.

- c. *Low-THC Cannabis* means a plant of the genus *cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.
- d. *Medical Cannabis* means all parts of any plant of the genus *cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.
- e. *Medical Cannabis Activities* means, without limitation, the growing, cultivation, processing, manufacturing, dispensing, distribution, and wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, or any subset of such activities, or any related activities.

Section 18-77. Temporary Moratorium.

~~Beginning on the effective date of this Ordinance and continuing through December 1, 2017, or sooner if provided by an ordinance of the City Council, a moratorium is hereby imposed on the opening, relocation, or expansion of any Dispensing Facility within the corporate limits of the City of Crestview, including but not limited to Dispensing Facilities owned or operated by an approved dispensing organization under Section 381.986, Florida Statutes. The City shall not issue any Business Tax Receipts, or licenses of any kind, permitting any Dispensing Facility to do business in the City during the period of the moratorium; nor shall the City accept any applications for any Business Tax Receipts, or licenses of any kind, for any Dispensing Facility to do business in the City during the period of the moratorium. In addition, the moratorium is hereby imposed upon all Medical Cannabis Activities by any person or entity that is not an approved dispensing organization under Section 381.986, Florida Statutes, except where inconsistent with Florida law.~~

Section 18-77. Medical Marijuana Treatment Center Dispensing Facilities.

Excerpt: (Section 381.986(11)(b)1, Florida Statutes (2017). A county or municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality. A county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality.)

The City hereby imposes a ban prohibiting the operation of a Medical Marijuana Treatment Center Dispensing Facility within the corporate limits of the City of Crestview, as allowed in Section 381.986(11)(b)1, Florida Statutes (2017). Effective date: December 1, 2017.

Section 18-78. Study and Recommendations:

~~During the moratorium period~~ ban ~~described in Section 18-77 3 of this ordinance,~~ City staff is hereby directed to study monitor the Florida Legislature's statutory regulations concerning Medical Marijuana Treatment Center Dispensing Facilities and formulate periodic reports to the City Council. ~~Staff shall review updates in Medical Cannabis Activities regulations and clinical developments and their impact on the health, safety, and welfare of residents and businesses located within the City. and to develop and recommend regulations for Medical Cannabis Activities in the City, and Staff shall compile any other relevant regulations and recommendations and include in the periodic reports to the City Council.~~

Section 18-79. Penalties.

Any person or entity who violates any provision of this ordinance, or who fails to comply therewith, shall be subject to the penalties as prescribed in Chapter 1, Section 1-11 of the City's Code of Ordinances, and shall be subject to criminal penalties for violating Chapter 893, Florida Statutes.

Section 18-80 – 18-99. Reserved.

SECTION III: 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 IV: Repeal of Ordinances in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION V: Effective Date. This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE 13th DAY OF NOVEMBER 2017.

ATTEST:


JB WHITTEN
Council President


ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS 13th DAY OF November, 2017.


DAVID CADLE
Mayor

¹381.986 Medical use of marijuana.—

(1) DEFINITIONS.—As used in this section, the term:

- (a) “Caregiver” means a resident of this state who has agreed to assist with a qualified patient’s medical use of marijuana, has a caregiver identification card, and meets the requirements of subsection (6).
- (b) “Chronic nonmalignant pain” means pain that is caused by a qualifying medical condition or that originates from a qualifying medical condition and persists beyond the usual course of that qualifying medical condition.
- (c) “Close relative” means a spouse, parent, sibling, grandparent, child, or grandchild, whether related by whole or half blood, by marriage, or by adoption.
- (d) “Edibles” means commercially produced food items made with marijuana oil, but no other form of marijuana, that are produced and dispensed by a medical marijuana treatment center.
- (e) “Low-THC cannabis” means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed from a medical marijuana treatment center.
- (f) “Marijuana” means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including low-THC cannabis, which are dispensed from a medical marijuana treatment center for medical use by a qualified patient.
- (g) “Marijuana delivery device” means an object used, intended for use, or designed for use in preparing, storing, ingesting, inhaling, or otherwise introducing marijuana into the human body, and which is dispensed from a medical marijuana treatment center for medical use by a qualified patient, except that delivery devices intended for the medical use of marijuana by smoking need not be dispensed from a medical marijuana treatment center in order to qualify as marijuana delivery devices.
- (h) “Marijuana testing laboratory” means a facility that collects and analyzes marijuana samples from a medical marijuana treatment center and has been certified by the department pursuant to s. [381.988](#).
- (i) “Medical director” means a person who holds an active, unrestricted license as an allopathic physician under chapter 458 or osteopathic physician under chapter 459 and is in compliance with the requirements of paragraph (3)(c).

(j) “Medical use” means the acquisition, possession, use, delivery, transfer, or administration of marijuana authorized by a physician certification. The term does not include:

1. Possession, use, or administration of marijuana that was not purchased or acquired from a medical marijuana treatment center.
2. Possession, use, or administration of marijuana in the form of commercially produced food items other than edibles or of marijuana seeds.
3. Use or administration of any form or amount of marijuana in a manner that is inconsistent with the qualified physician’s directions or physician certification.
4. Transfer of marijuana to a person other than the qualified patient for whom it was authorized or the qualified patient’s caregiver on behalf of the qualified patient.
5. Use or administration of marijuana in the following locations:
 - a. On any form of public transportation, except for low-THC cannabis not in a form for smoking.
 - b. In any public place, except for low-THC cannabis not in a form for smoking.
 - c. In a qualified patient’s place of employment, except when permitted by his or her employer.
 - d. In a state correctional institution, as defined in s. [944.02](#), or a correctional institution, as defined in s. [944.241](#).
 - e. On the grounds of a preschool, primary school, or secondary school, except as provided in s. [1006.062](#).
 - f. In a school bus, a vehicle, an aircraft, or a motorboat, except for low-THC cannabis not in a form for smoking.
6. The smoking of marijuana in an enclosed indoor workplace as defined in s. [386.203](#)(5).

(k) “Physician certification” means a qualified physician’s authorization for a qualified patient to receive marijuana and a marijuana delivery device from a medical marijuana treatment center.

(l) “Qualified patient” means a resident of this state who has been added to the medical marijuana use registry by a qualified physician to receive marijuana or a marijuana delivery device for a medical use and who has a qualified patient identification card.

(m) “Qualified physician” means a person who holds an active, unrestricted license as an allopathic physician under chapter 458 or as an osteopathic physician under chapter 459 and is in compliance with the physician education requirements of subsection (3).

(n) “Smoking” means burning or igniting a substance and inhaling the smoke.

(o) “Terminal condition” means a progressive disease or medical or surgical condition that causes significant functional impairment, is not considered by a treating physician to be reversible without the administration of life-sustaining procedures, and will result in death within 1 year after diagnosis if the condition runs its normal course.

(2) QUALIFYING MEDICAL CONDITIONS.—A patient must be diagnosed with at least one of the following conditions to qualify to receive marijuana or a marijuana delivery device:

- (a) Cancer.
- (b) Epilepsy.
- (c) Glaucoma.
- (d) Positive status for human immunodeficiency virus.
- (e) Acquired immune deficiency syndrome.
- (f) Posttraumatic stress disorder.
- (g) Amyotrophic lateral sclerosis.
- (h) Crohn's disease.
- (i) Parkinson's disease.
- (j) Multiple sclerosis.
- (k) Medical conditions of the same kind or class as or comparable to those enumerated in paragraphs (a)-(j).
- (l) A terminal condition diagnosed by a physician other than the qualified physician issuing the physician certification.
- (m) Chronic nonmalignant pain.

(3) QUALIFIED PHYSICIANS AND MEDICAL DIRECTORS.—

(a) Before being approved as a qualified physician, as defined in paragraph (1)(m), and before each license renewal, a physician must successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association which encompass the requirements of this section and any rules adopted hereunder. The course and examination shall be administered at least annually and may be offered in a distance learning format, including an electronic, online format that is available upon request. The price of the course may not exceed \$500. A physician who has met the physician education requirements of former s. [381.986](#)(4), Florida Statutes 2016, before June 23, 2017, shall be deemed to be in compliance with this paragraph from June 23, 2017, until 90 days after the course and examination required by this paragraph become available.

(b) A qualified physician may not be employed by, or have any direct or indirect economic interest in, a medical marijuana treatment center or marijuana testing laboratory.

(c) Before being employed as a medical director, as defined in paragraph (1)(i), and before each license renewal, a medical director must successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association which encompass the requirements of this section and any rules adopted hereunder. The course and examination shall be administered at least annually and may be offered in a distance

learning format, including an electronic, online format that is available upon request. The price of the course may not exceed \$500.

(4) PHYSICIAN CERTIFICATION.—

(a) A qualified physician may issue a physician certification only if the qualified physician:

1. Conducted a physical examination while physically present in the same room as the patient and a full assessment of the medical history of the patient.
2. Diagnosed the patient with at least one qualifying medical condition.
3. Determined that the medical use of marijuana would likely outweigh the potential health risks for the patient, and such determination must be documented in the patient's medical record. If a patient is younger than 18 years of age, a second physician must concur with this determination, and such concurrence must be documented in the patient's medical record.
4. Determined whether the patient is pregnant and documented such determination in the patient's medical record. A physician may not issue a physician certification, except for low-THC cannabis, to a patient who is pregnant.
5. Reviewed the patient's controlled drug prescription history in the prescription drug monitoring program database established pursuant to s. [893.055](#).
6. Reviews the medical marijuana use registry and confirmed that the patient does not have an active physician certification from another qualified physician.
7. Registers as the issuer of the physician certification for the named qualified patient on the medical marijuana use registry in an electronic manner determined by the department, and:
 - a. Enters into the registry the contents of the physician certification, including the patient's qualifying condition and the dosage not to exceed the daily dose amount determined by the department, the amount and forms of marijuana authorized for the patient, and any types of marijuana delivery devices needed by the patient for the medical use of marijuana.
 - b. Updates the registry within 7 days after any change is made to the original physician certification to reflect such change.
 - c. Deactivates the registration of the qualified patient and the patient's caregiver when the physician no longer recommends the medical use of marijuana for the patient.
8. Obtains the voluntary and informed written consent of the patient for medical use of marijuana each time the qualified physician issues a physician certification for the patient, which shall be maintained in the patient's medical record. The patient, or the patient's parent or legal guardian if the patient is a minor, must sign the informed consent acknowledging that the qualified physician has sufficiently explained its content. The qualified physician must use a standardized informed consent form adopted in rule by the Board of Medicine and the Board of Osteopathic Medicine, which must include, at a minimum, information related to:
 - a. The Federal Government's classification of marijuana as a Schedule I controlled substance.

- b. The approval and oversight status of marijuana by the Food and Drug Administration.
 - c. The current state of research on the efficacy of marijuana to treat the qualifying conditions set forth in this section.
 - d. The potential for addiction.
 - e. The potential effect that marijuana may have on a patient's coordination, motor skills, and cognition, including a warning against operating heavy machinery, operating a motor vehicle, or engaging in activities that require a person to be alert or respond quickly.
 - f. The potential side effects of marijuana use, including the negative health risks associated with smoking marijuana.
 - g. The risks, benefits, and drug interactions of marijuana.
 - h. That the patient's de-identified health information contained in the physician certification and medical marijuana use registry may be used for research purposes.
- (b) If a qualified physician issues a physician certification for a qualified patient diagnosed with a qualifying medical condition pursuant to paragraph (2)(k), the physician must submit the following to the applicable board within 14 days after issuing the physician certification:
- 1. Documentation supporting the qualified physician's opinion that the medical condition is of the same kind or class as the conditions in paragraphs (2)(a)-(j).
 - 2. Documentation that establishes the efficacy of marijuana as treatment for the condition.
 - 3. Documentation supporting the qualified physician's opinion that the benefits of medical use of marijuana would likely outweigh the potential health risks for the patient.
 - 4. Any other documentation as required by board rule.

The department must submit such documentation to the Consortium for Medical Marijuana Clinical Outcomes Research established pursuant to s. [1004.4351](#).

- (c) If a qualified physician determines that smoking is an appropriate route of administration for a qualified patient, other than a patient diagnosed with a terminal condition, the qualified physician must submit the following documentation to the applicable board:
- 1. A list of other routes of administration, if any, certified by a qualified physician that the patient has tried, the length of time the patient used such routes of administration, and an assessment of the effectiveness of those routes of administration in treating the qualified patient's qualifying condition.
 - 2. Research documenting the effectiveness of smoking as a route of administration to treat similarly situated patients with the same qualifying condition as the qualified patient.
 - 3. A statement signed by the qualified physician documenting the qualified physician's opinion that the benefits of smoking marijuana for medical use outweigh the risks for the qualified patient.

(d) A qualified physician may not issue a physician certification for marijuana in a form for smoking to a patient under 18 years of age unless the patient is diagnosed with a terminal condition, the qualified physician determines that smoking is the most effective route of administration for the patient, and a second physician who is a board-certified pediatrician concurs with such determination. Such determination and concurrence must be documented in the patient's medical record and in the medical marijuana use registry. The certifying physician must obtain the written informed consent of such patient's parent or legal guardian before issuing a physician certification to the patient for marijuana in a form for smoking. The qualified physician must use a standardized informed consent form adopted in rule by the Board of Medicine and the Board of Osteopathic Medicine which must include information concerning the negative health effects of smoking marijuana on persons under 18 years of age and an acknowledgment that the qualified physician has sufficiently explained the contents of the form.

(e) The Board of Medicine and the Board of Osteopathic Medicine shall review the documentation submitted pursuant to paragraph (c) and shall each, by July 1, 2021, adopt by rule practice standards for the certification of smoking as a route of administration.

(f) A qualified physician may not issue a physician certification for more than three 70-day supply limits of marijuana or more than six 35-day supply limits of marijuana in a form for smoking. The department shall quantify by rule a daily dose amount with equivalent dose amounts for each allowable form of marijuana dispensed by a medical marijuana treatment center. The department shall use the daily dose amount to calculate a 70-day supply.

1. A qualified physician may request an exception to the daily dose amount limit, the 35-day supply limit of marijuana in a form for smoking, and the 4-ounce possession limit of marijuana in a form for smoking established in paragraph (14)(a). The request shall be made electronically on a form adopted by the department in rule and must include, at a minimum:

- a. The qualified patient's qualifying medical condition.
- b. The dosage and route of administration that was insufficient to provide relief to the qualified patient.
- c. A description of how the patient will benefit from an increased amount.
- d. The minimum daily dose amount of marijuana that would be sufficient for the treatment of the qualified patient's qualifying medical condition.

2. A qualified physician must provide the qualified patient's records upon the request of the department.

3. The department shall approve or disapprove the request within 14 days after receipt of the complete documentation required by this paragraph. The request shall be deemed approved if the department fails to act within this time period.

(g) A qualified physician must evaluate an existing qualified patient at least once every 30 weeks before issuing a new physician certification. A physician must:

1. Determine if the patient still meets the requirements to be issued a physician certification under paragraph (a).

2. Identify and document in the qualified patient's medical records whether the qualified patient experienced either of the following related to the medical use of marijuana:

a. An adverse drug interaction with any prescription or nonprescription medication; or

b. A reduction in the use of, or dependence on, other types of controlled substances as defined in s. [893.02](#).

3. Submit a report with the findings required pursuant to subparagraph 2. to the department. The department shall submit such reports to the Consortium for Medical Marijuana Clinical Outcomes Research established pursuant to s. [1004.4351](#).

(h) An active order for low-THC cannabis or medical cannabis issued pursuant to former s. [381.986](#), Florida Statutes 2016, and registered with the compassionate use registry before June 23, 2017, is deemed a physician certification, and all patients possessing such orders are deemed qualified patients until the department begins issuing medical marijuana use registry identification cards.

(i) The department shall monitor physician registration in the medical marijuana use registry and the issuance of physician certifications for practices that could facilitate unlawful diversion or misuse of marijuana or a marijuana delivery device and shall take disciplinary action as appropriate.

(j) The Board of Medicine and the Board of Osteopathic Medicine shall jointly create a physician certification pattern review panel that shall review all physician certifications submitted to the medical marijuana use registry. The panel shall track and report the number of physician certifications and the qualifying medical conditions, dosage, supply amount, and form of marijuana certified. The panel shall report the data both by individual qualified physician and in the aggregate, by county, and statewide. The physician certification pattern review panel shall, beginning January 1, 2018, submit an annual report of its findings and recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

(k) The department, the Board of Medicine, and the Board of Osteopathic Medicine may adopt rules pursuant to ss. [120.536](#)(1) and [120.54](#) to implement this subsection.

(5) MEDICAL MARIJUANA USE REGISTRY.—

(a) The department shall create and maintain a secure, electronic, and online medical marijuana use registry for physicians, patients, and caregivers as provided under this section. The medical marijuana use registry must be accessible to law enforcement agencies, qualified physicians, and medical marijuana treatment centers to verify the authorization of a qualified patient or a caregiver to possess marijuana or a marijuana delivery device and record the marijuana or marijuana delivery device dispensed. The medical marijuana use registry must also be accessible to practitioners licensed to prescribe prescription drugs to ensure proper care for patients before medications that may interact with the medical use of marijuana are prescribed. The medical marijuana use registry must prevent an active registration of a qualified patient by multiple physicians.

(b) The department shall determine whether an individual is a resident of this state for the purpose of registration of qualified patients and caregivers in the medical marijuana use registry. To prove residency:

1. An adult resident must provide the department with a copy of his or her valid Florida driver license issued under s. [322.18](#) or a copy of a valid Florida identification card issued under s. [322.051](#).
2. An adult seasonal resident who cannot meet the requirements of subparagraph 1. may provide the department with a copy of two of the following that show proof of residential address:
 - a. A deed, mortgage, monthly mortgage statement, mortgage payment booklet or residential rental or lease agreement.
 - b. One proof of residential address from the seasonal resident's parent, step-parent, legal guardian or other person with whom the seasonal resident resides and a statement from the person with whom the seasonal resident resides stating that the seasonal resident does reside with him or her.
 - c. A utility hookup or work order dated within 60 days before registration in the medical use registry.
 - d. A utility bill, not more than 2 months old.
 - e. Mail from a financial institution, including checking, savings, or investment account statements, not more than 2 months old.
 - f. Mail from a federal, state, county, or municipal government agency, not more than 2 months old.
 - g. Any other documentation that provides proof of residential address as determined by department rule.
3. A minor must provide the department with a certified copy of a birth certificate or a current record of registration from a Florida K-12 school and must have a parent or legal guardian who meets the requirements of subparagraph 1.

For the purposes of this paragraph, the term "seasonal resident" means any person who temporarily resides in this state for a period of at least 31 consecutive days in each calendar year, maintains a temporary residence in this state, returns to the state or jurisdiction of his or her residence at least one time during each calendar year, and is registered to vote or pays income tax in another state or jurisdiction.

(c) The department may suspend or revoke the registration of a qualified patient or caregiver if the qualified patient or caregiver:

1. Provides misleading, incorrect, false, or fraudulent information to the department;
2. Obtains a supply of marijuana in an amount greater than the amount authorized by the physician certification;
3. Falsifies, alters, or otherwise modifies an identification card;

4. Fails to timely notify the department of any changes to his or her qualified patient status; or
5. Violates the requirements of this section or any rule adopted under this section.

(d) The department shall immediately suspend the registration of a qualified patient charged with a violation of chapter 893 until final disposition of any alleged offense. Thereafter, the department may extend the suspension, revoke the registration, or reinstate the registration.

(e) The department shall immediately suspend the registration of any caregiver charged with a violation of chapter 893 until final disposition of any alleged offense. The department shall revoke a caregiver registration if the caregiver does not meet the requirements of subparagraph (6)(b)6.

(f) The department may revoke the registration of a qualified patient or caregiver who cultivates marijuana or who acquires, possesses, or delivers marijuana from any person or entity other than a medical marijuana treatment center.

(g) The department shall revoke the registration of a qualified patient, and the patient's associated caregiver, upon notification that the patient no longer meets the criteria of a qualified patient.

(h) The department may adopt rules pursuant to ss. [120.536](#)(1) and [120.54](#) to implement this subsection.

(6) CAREGIVERS.—

(a) The department must register an individual as a caregiver on the medical marijuana use registry and issue a caregiver identification card if an individual designated by a qualified patient meets all of the requirements of this subsection and department rule.

(b) A caregiver must:

1. Not be a qualified physician and not be employed by or have an economic interest in a medical marijuana treatment center or a marijuana testing laboratory.
2. Be 21 years of age or older and a resident of this state.
3. Agree in writing to assist with the qualified patient's medical use of marijuana.
4. Be registered in the medical marijuana use registry as a caregiver for no more than one qualified patient, except as provided in this paragraph.
5. Successfully complete a caregiver certification course developed and administered by the department or its designee, which must be renewed biennially. The price of the course may not exceed \$100.
6. Pass a background screening pursuant to subsection (9), unless the patient is a close relative of the caregiver.

(c) A qualified patient may designate no more than one caregiver to assist with the qualified patient's medical use of marijuana, unless:

1. The qualified patient is a minor and the designated caregivers are parents or legal guardians of the qualified patient;
2. The qualified patient is an adult who has an intellectual or developmental disability that prevents the patient from being able to protect or care for himself or herself without assistance or supervision and the designated caregivers are the parents or legal guardians of the qualified patient;
3. The qualified patient is admitted to a hospice program; or
4. The qualified patient is participating in a research program in a teaching nursing home pursuant to s. [1004.4351](#).

(d) A caregiver may be registered in the medical marijuana use registry as a designated caregiver for no more than one qualified patient, unless:

1. The caregiver is a parent or legal guardian of more than one minor who is a qualified patient;
2. The caregiver is a parent or legal guardian of more than one adult who is a qualified patient and who has an intellectual or developmental disability that prevents the patient from being able to protect or care for himself or herself without assistance or supervision;
3. All qualified patients the caregiver has agreed to assist are admitted to a hospice program and have requested the assistance of that caregiver with the medical use of marijuana; the caregiver is an employee of the hospice; and the caregiver provides personal care or other services directly to clients of the hospice in the scope of that employment; or
4. All qualified patients the caregiver has agreed to assist are participating in a research program in a teaching nursing home pursuant to s. [1004.4351](#).

(e) A caregiver may not receive compensation, other than actual expenses incurred, for any services provided to the qualified patient.

(f) If a qualified patient is younger than 18 years of age, only a caregiver may purchase or administer marijuana for medical use by the qualified patient. The qualified patient may not purchase marijuana.

(g) A caregiver must be in immediate possession of his or her medical marijuana use registry identification card at all times when in possession of marijuana or a marijuana delivery device and must present his or her medical marijuana use registry identification card upon the request of a law enforcement officer.

(h) The department may adopt rules pursuant to ss. [120.536\(1\)](#) and [120.54](#) to implement this subsection.

(7) IDENTIFICATION CARDS.—

(a) The department shall issue medical marijuana use registry identification cards for qualified patients and caregivers who are residents of this state, which must be renewed annually. The identification cards must be resistant to counterfeiting and tampering and must include, at a minimum, the following:

1. The name, address, and date of birth of the qualified patient or caregiver.
2. A full-face, passport-type, color photograph of the qualified patient or caregiver taken within the 90 days immediately preceding registration or the Florida driver license or Florida identification card photograph of the qualified patient or caregiver obtained directly from the Department of Highway Safety and Motor Vehicles.
3. Identification as a qualified patient or a caregiver.
4. The unique numeric identifier used for the qualified patient in the medical marijuana use registry.
5. For a caregiver, the name and unique numeric identifier of the caregiver and the qualified patient or patients that the caregiver is assisting.
6. The expiration date of the identification card.

(b) The department must receive written consent from a qualified patient's parent or legal guardian before it may issue an identification card to a qualified patient who is a minor.

(c) The department shall adopt rules pursuant to ss. [120.536](#)(1) and [120.54](#) establishing procedures for the issuance, renewal, suspension, replacement, surrender, and revocation of medical marijuana use registry identification cards pursuant to this section and shall begin issuing qualified patient identification cards by October 3, 2017.

(d) Applications for identification cards must be submitted on a form prescribed by the department. The department may charge a reasonable fee associated with the issuance, replacement, and renewal of identification cards. The department shall allocate \$10 of the identification card fee to the Division of Research at Florida Agricultural and Mechanical University for the purpose of educating minorities about marijuana for medical use and the impact of the unlawful use of marijuana on minority communities. The department shall contract with a third-party vendor to issue identification cards. The vendor selected by the department must have experience performing similar functions for other state agencies.

(e) A qualified patient or caregiver shall return his or her identification card to the department within 5 business days after revocation.

(8) MEDICAL MARIJUANA TREATMENT CENTERS.—

(a) The department shall license medical marijuana treatment centers to ensure reasonable statewide accessibility and availability as necessary for qualified patients registered in the medical marijuana use registry and who are issued a physician certification under this section.

1. As soon as practicable, but no later than July 3, 2017, the department shall license as a medical marijuana treatment center any entity that holds an active, unrestricted license to cultivate, process, transport, and dispense low-THC cannabis, medical cannabis, and cannabis delivery devices, under former s. [381.986](#), Florida Statutes 2016, before July 1, 2017, and which meets the requirements of this section. In addition to the authority granted under this section, these entities are authorized to dispense low-THC cannabis, medical cannabis, and cannabis delivery devices ordered pursuant to former s. [381.986](#), Florida Statutes 2016, which were entered into the

compassionate use registry before July 1, 2017, and are authorized to begin dispensing marijuana under this section on July 3, 2017. The department may grant variances from the representations made in such an entity's original application for approval under former s. [381.986](#), Florida Statutes 2014, pursuant to paragraph (e).

2. The department shall license as medical marijuana treatment centers 10 applicants that meet the requirements of this section, under the following parameters:

a. As soon as practicable, but no later than August 1, 2017, the department shall license any applicant whose application was reviewed, evaluated, and scored by the department and which was denied a dispensing organization license by the department under former s. [381.986](#), Florida Statutes 2014; which had one or more administrative or judicial challenges pending as of January 1, 2017, or had a final ranking within one point of the highest final ranking in its region under former s. [381.986](#), Florida Statutes 2014; which meets the requirements of this section; and which provides documentation to the department that it has the existing infrastructure and technical and technological ability to begin cultivating marijuana within 30 days after registration as a medical marijuana treatment center.

b. As soon as practicable, the department shall license one applicant that is a recognized class member of *Pigford v. Glickman*, 185 F.R.D. 82 (D.D.C. 1999), or *In Re Black Farmers Litig.*, 856 F. Supp. 2d 1 (D.D.C. 2011). An applicant licensed under this sub-subparagraph is exempt from the requirement of subparagraph (b)2.

c. As soon as practicable, but no later than October 3, 2017, the department shall license applicants that meet the requirements of this section in sufficient numbers to result in 10 total licenses issued under this subparagraph, while accounting for the number of licenses issued under sub-subparagraphs a. and b.

3. For up to two of the licenses issued under subparagraph 2., the department shall give preference to applicants that demonstrate in their applications that they own one or more facilities that are, or were, used for the canning, concentrating, or otherwise processing of citrus fruit or citrus molasses and will use or convert the facility or facilities for the processing of marijuana.

4. Within 6 months after the registration of 100,000 active qualified patients in the medical marijuana use registry, the department shall license four additional medical marijuana treatment centers that meet the requirements of this section. Thereafter, the department shall license four medical marijuana treatment centers within 6 months after the registration of each additional 100,000 active qualified patients in the medical marijuana use registry that meet the requirements of this section.

5. Dispensing facilities are subject to the following requirements:

a. A medical marijuana treatment center may not establish or operate more than a statewide maximum of 25 dispensing facilities, unless the medical marijuana use registry reaches a total of 100,000 active registered qualified patients. When the medical marijuana use registry reaches 100,000 active registered qualified patients, and then upon each further instance of the total active registered qualified patients increasing by 100,000, the statewide maximum number of dispensing

facilities that each licensed medical marijuana treatment center may establish and operate increases by five.

b. A medical marijuana treatment center may not establish more than the maximum number of dispensing facilities allowed in each of the Northwest, Northeast, Central, Southwest, and Southeast Regions. The department shall determine a medical marijuana treatment center's maximum number of dispensing facilities allowed in each region by calculating the percentage of the total statewide population contained within that region and multiplying that percentage by the medical marijuana treatment center's statewide maximum number of dispensing facilities established under sub-subparagraph a., rounded to the nearest whole number. The department shall ensure that such rounding does not cause a medical marijuana treatment center's total number of statewide dispensing facilities to exceed its statewide maximum. The department shall initially calculate the maximum number of dispensing facilities allowed in each region for each medical marijuana treatment center using county population estimates from the Florida Estimates of Population 2016, as published by the Office of Economic and Demographic Research, and shall perform recalculations following the official release of county population data resulting from each United States Decennial Census. For the purposes of this subparagraph:

(I) The Northwest Region consists of Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Okaloosa, Santa Rosa, Taylor, Wakulla, Walton, and Washington Counties.

(II) The Northeast Region consists of Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Marion, Nassau, Putnam, St. Johns, Suwannee, and Union Counties.

(III) The Central Region consists of Brevard, Citrus, Hardee, Hernando, Indian River, Lake, Orange, Osceola, Pasco, Pinellas, Polk, Seminole, St. Lucie, Sumter, and Volusia Counties.

(IV) The Southwest Region consists of Charlotte, Collier, DeSoto, Glades, Hendry, Highlands, Hillsborough, Lee, Manatee, Okeechobee, and Sarasota Counties.

(V) The Southeast Region consists of Broward, Miami-Dade, Martin, Monroe, and Palm Beach Counties.

c. If a medical marijuana treatment center establishes a number of dispensing facilities within a region that is less than the number allowed for that region under sub-subparagraph b., the medical marijuana treatment center may sell one or more of its unused dispensing facility slots to other licensed medical marijuana treatment centers. For each dispensing facility slot that a medical marijuana treatment center sells, that medical marijuana treatment center's statewide maximum number of dispensing facilities, as determined under sub-subparagraph a., is reduced by one. The statewide maximum number of dispensing facilities for a medical marijuana treatment center that purchases an unused dispensing facility slot is increased by one per slot purchased. Additionally, the sale of a dispensing facility slot shall reduce the seller's regional maximum and increase the purchaser's regional maximum number of dispensing facilities, as determined in sub-subparagraph b., by one for that region. For any slot purchased under this sub-subparagraph, the regional restriction applied to that slot's location under sub-subparagraph b. before the purchase shall

remain in effect following the purchase. A medical marijuana treatment center that sells or purchases a dispensing facility slot must notify the department within 3 days of sale.

d. This subparagraph shall expire on April 1, 2020.

If this subparagraph or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end, the provisions of this subparagraph are severable.

(b) An applicant for licensure as a medical marijuana treatment center shall apply to the department on a form prescribed by the department and adopted in rule. The department shall adopt rules pursuant to ss. [120.536](#)(1) and [120.54](#) establishing a procedure for the issuance and biennial renewal of licenses, including initial application and biennial renewal fees sufficient to cover the costs of implementing and administering this section, and establishing supplemental licensure fees for payment beginning May 1, 2018, sufficient to cover the costs of administering ss. [381.989](#) and [1004.4351](#). The department shall identify applicants with strong diversity plans reflecting this state's commitment to diversity and implement training programs and other educational programs to enable minority persons and minority business enterprises, as defined in s. [288.703](#), and veteran business enterprises, as defined in s. [295.187](#), to compete for medical marijuana treatment center licensure and contracts. Subject to the requirements in subparagraphs (a)2.-4., the department shall issue a license to an applicant if the applicant meets the requirements of this section and pays the initial application fee. The department shall renew the licensure of a medical marijuana treatment center biennially if the licensee meets the requirements of this section and pays the biennial renewal fee. An individual may not be an applicant, owner, officer, board member, or manager on more than one application for licensure as a medical marijuana treatment center. An individual or entity may not be awarded more than one license as a medical marijuana treatment center. An applicant for licensure as a medical marijuana treatment center must demonstrate:

1. That, for the 5 consecutive years before submitting the application, the applicant has been registered to do business in the state.
2. Possession of a valid certificate of registration issued by the Department of Agriculture and Consumer Services pursuant to s. [581.131](#).
3. The technical and technological ability to cultivate and produce marijuana, including, but not limited to, low-THC cannabis.
4. The ability to secure the premises, resources, and personnel necessary to operate as a medical marijuana treatment center.
5. The ability to maintain accountability of all raw materials, finished products, and any byproducts to prevent diversion or unlawful access to or possession of these substances.
6. An infrastructure reasonably located to dispense marijuana to registered qualified patients statewide or regionally as determined by the department.

7. The financial ability to maintain operations for the duration of the 2-year approval cycle, including the provision of certified financial statements to the department.
 - a. Upon approval, the applicant must post a \$5 million performance bond issued by an authorized surety insurance company rated in one of the three highest rating categories by a nationally recognized rating service. However, a medical marijuana treatment center serving at least 1,000 qualified patients is only required to maintain a \$2 million performance bond.
 - b. In lieu of the performance bond required under sub-subparagraph a., the applicant may provide an irrevocable letter of credit payable to the department or provide cash to the department. If provided with cash under this sub-subparagraph, the department shall deposit the cash in the Grants and Donations Trust Fund within the Department of Health, subject to the same conditions as the bond regarding requirements for the applicant to forfeit ownership of the funds. If the funds deposited under this sub-subparagraph generate interest, the amount of that interest shall be used by the department for the administration of this section.
8. That all owners, officers, board members, and managers have passed a background screening pursuant to subsection (9).
9. The employment of a medical director to supervise the activities of the medical marijuana treatment center.
10. A diversity plan that promotes and ensures the involvement of minority persons and minority business enterprises, as defined in s. [288.703](#), or veteran business enterprises, as defined in s. [295.187](#), in ownership, management, and employment. An applicant for licensure renewal must show the effectiveness of the diversity plan by including the following with his or her application for renewal:
 - a. Representation of minority persons and veterans in the medical marijuana treatment center's workforce;
 - b. Efforts to recruit minority persons and veterans for employment; and
 - c. A record of contracts for services with minority business enterprises and veteran business enterprises.
 - (c) A medical marijuana treatment center may not make a wholesale purchase of marijuana from, or a distribution of marijuana to, another medical marijuana treatment center, unless the medical marijuana treatment center seeking to make a wholesale purchase of marijuana submits proof of harvest failure to the department.
 - (d) The department shall establish, maintain, and control a computer software tracking system that traces marijuana from seed to sale and allows real-time, 24-hour access by the department to data from all medical marijuana treatment centers and marijuana testing laboratories. The tracking system must allow for integration of other seed-to-sale systems and, at a minimum, include notification of when marijuana seeds are planted, when marijuana plants are harvested and destroyed, and when marijuana is transported, sold, stolen, diverted, or lost. Each medical marijuana treatment center shall use the seed-to-sale tracking system established by the department or integrate its own seed-to-sale tracking system with the seed-to-sale tracking system

established by the department. Each medical marijuana treatment center may use its own seed-to-sale system until the department establishes a seed-to-sale tracking system. The department may contract with a vendor to establish the seed-to-sale tracking system. The vendor selected by the department may not have a contractual relationship with the department to perform any services pursuant to this section other than the seed-to-sale tracking system. The vendor may not have a direct or indirect financial interest in a medical marijuana treatment center or a marijuana testing laboratory.

(e) A licensed medical marijuana treatment center shall cultivate, process, transport, and dispense marijuana for medical use. A licensed medical marijuana treatment center may not contract for services directly related to the cultivation, processing, and dispensing of marijuana or marijuana delivery devices, except that a medical marijuana treatment center licensed pursuant to subparagraph (a)1. may contract with a single entity for the cultivation, processing, transporting, and dispensing of marijuana and marijuana delivery devices. A licensed medical marijuana treatment center must, at all times, maintain compliance with the criteria demonstrated and representations made in the initial application and the criteria established in this subsection. Upon request, the department may grant a medical marijuana treatment center a variance from the representations made in the initial application. Consideration of such a request shall be based upon the individual facts and circumstances surrounding the request. A variance may not be granted unless the requesting medical marijuana treatment center can demonstrate to the department that it has a proposed alternative to the specific representation made in its application which fulfills the same or a similar purpose as the specific representation in a way that the department can reasonably determine will not be a lower standard than the specific representation in the application. A variance may not be granted from the requirements in subparagraph 2. and subparagraphs (b)1. and 2.

1. A licensed medical marijuana treatment center may transfer ownership to an individual or entity who meets the requirements of this section. A publicly traded corporation or publicly traded company that meets the requirements of this section is not precluded from ownership of a medical marijuana treatment center. To accommodate a change in ownership:

a. The licensed medical marijuana treatment center shall notify the department in writing at least 60 days before the anticipated date of the change of ownership.

b. The individual or entity applying for initial licensure due to a change of ownership must submit an application that must be received by the department at least 60 days before the date of change of ownership.

c. Upon receipt of an application for a license, the department shall examine the application and, within 30 days after receipt, notify the applicant in writing of any apparent errors or omissions and request any additional information required.

d. Requested information omitted from an application for licensure must be filed with the department within 21 days after the department's request for omitted information or the application shall be deemed incomplete and shall be withdrawn from further consideration and the fees shall be forfeited.

Within 30 days after the receipt of a complete application, the department shall approve or deny the application.

2. A medical marijuana treatment center, and any individual or entity who directly or indirectly owns, controls, or holds with power to vote 5 percent or more of the voting shares of a medical marijuana treatment center, may not acquire direct or indirect ownership or control of any voting shares or other form of ownership of any other medical marijuana treatment center.
3. A medical marijuana treatment center may not enter into any form of profit-sharing arrangement with the property owner or lessor of any of its facilities where cultivation, processing, storing, or dispensing of marijuana and marijuana delivery devices occurs.
4. All employees of a medical marijuana treatment center must be 21 years of age or older and have passed a background screening pursuant to subsection (9).
5. Each medical marijuana treatment center must adopt and enforce policies and procedures to ensure employees and volunteers receive training on the legal requirements to dispense marijuana to qualified patients.
6. When growing marijuana, a medical marijuana treatment center:
 - a. May use pesticides determined by the department, after consultation with the Department of Agriculture and Consumer Services, to be safely applied to plants intended for human consumption, but may not use pesticides designated as restricted-use pesticides pursuant to s. [487.042](#).
 - b. Must grow marijuana within an enclosed structure and in a room separate from any other plant.
 - c. Must inspect seeds and growing plants for plant pests that endanger or threaten the horticultural and agricultural interests of the state in accordance with chapter 581 and any rules adopted thereunder.
 - d. Must perform fumigation or treatment of plants, or remove and destroy infested or infected plants, in accordance with chapter 581 and any rules adopted thereunder.
7. Each medical marijuana treatment center must produce and make available for purchase at least one low-THC cannabis product.
8. A medical marijuana treatment center that produces edibles must hold a permit to operate as a food establishment pursuant to chapter 500, the Florida Food Safety Act, and must comply with all the requirements for food establishments pursuant to chapter 500 and any rules adopted thereunder. Edibles may not contain more than 200 milligrams of tetrahydrocannabinol, and a single serving portion of an edible may not exceed 10 milligrams of tetrahydrocannabinol. Edibles may have a potency variance of no greater than 15 percent. Edibles may not be attractive to children; be manufactured in the shape of humans, cartoons, or animals; be manufactured in a form that bears any reasonable resemblance to products available for consumption as commercially available candy; or contain any color additives. To discourage consumption of edibles by children, the department shall determine by rule any shapes, forms, and ingredients allowed and prohibited for edibles. Medical marijuana treatment centers may not begin processing or dispensing edibles until after the

effective date of the rule. The department shall also adopt sanitation rules providing the standards and requirements for the storage, display, or dispensing of edibles.

9. Within 12 months after licensure, a medical marijuana treatment center must demonstrate to the department that all of its processing facilities have passed a Food Safety Good Manufacturing Practices, such as Global Food Safety Initiative or equivalent, inspection by a nationally accredited certifying body. A medical marijuana treatment center must immediately stop processing at any facility which fails to pass this inspection until it demonstrates to the department that such facility has met this requirement.

10. A medical marijuana treatment center that produces prerolled marijuana cigarettes may not use wrapping paper made with tobacco or hemp.

11. When processing marijuana, a medical marijuana treatment center must:

a. Process the marijuana within an enclosed structure and in a room separate from other plants or products.

b. Comply with department rules when processing marijuana with hydrocarbon solvents or other solvents or gases exhibiting potential toxicity to humans. The department shall determine by rule the requirements for medical marijuana treatment centers to use such solvents or gases exhibiting potential toxicity to humans.

c. Comply with federal and state laws and regulations and department rules for solid and liquid wastes. The department shall determine by rule procedures for the storage, handling, transportation, management, and disposal of solid and liquid waste generated during marijuana production and processing. The Department of Environmental Protection shall assist the department in developing such rules.

d. Test the processed marijuana using a medical marijuana testing laboratory before it is dispensed. Results must be verified and signed by two medical marijuana treatment center employees. Before dispensing, the medical marijuana treatment center must determine that the test results indicate that low-THC cannabis meets the definition of low-THC cannabis, the concentration of tetrahydrocannabinol meets the potency requirements of this section, the labeling of the concentration of tetrahydrocannabinol and cannabidiol is accurate, and all marijuana is safe for human consumption and free from contaminants that are unsafe for human consumption. The department shall determine by rule which contaminants must be tested for and the maximum levels of each contaminant which are safe for human consumption. The Department of Agriculture and Consumer Services shall assist the department in developing the testing requirements for contaminants that are unsafe for human consumption in edibles. The department shall also determine by rule the procedures for the treatment of marijuana that fails to meet the testing requirements of this section, s. [381.988](#), or department rule. The department may select a random sample from edibles available for purchase in a dispensing facility which shall be tested by the department to determine that the edible meets the potency requirements of this section, is safe for human consumption, and the labeling of the tetrahydrocannabinol and cannabidiol concentration is accurate. A medical marijuana treatment center may not require payment from the department for the sample. A medical marijuana treatment center must recall edibles, including all edibles made

from the same batch of marijuana, which fail to meet the potency requirements of this section, which are unsafe for human consumption, or for which the labeling of the tetrahydrocannabinol and cannabidiol concentration is inaccurate. The medical marijuana treatment center must retain records of all testing and samples of each homogenous batch of marijuana for at least 9 months. The medical marijuana treatment center must contract with a marijuana testing laboratory to perform audits on the medical marijuana treatment center's standard operating procedures, testing records, and samples and provide the results to the department to confirm that the marijuana or low-THC cannabis meets the requirements of this section and that the marijuana or low-THC cannabis is safe for human consumption. A medical marijuana treatment center shall reserve two processed samples from each batch and retain such samples for at least 9 months for the purpose of such audits. A medical marijuana treatment center may use a laboratory that has not been certified by the department under s. [381.988](#) until such time as at least one laboratory holds the required certification, but in no event later than July 1, 2018.

e. Package the marijuana in compliance with the United States Poison Prevention Packaging Act of 1970, 15 U.S.C. ss. 1471 et seq.

f. Package the marijuana in a receptacle that has a firmly affixed and legible label stating the following information:

- (I) The marijuana or low-THC cannabis meets the requirements of sub-subparagraph d.
- (II) The name of the medical marijuana treatment center from which the marijuana originates.
- (III) The batch number and harvest number from which the marijuana originates and the date dispensed.
- (IV) The name of the physician who issued the physician certification.
- (V) The name of the patient.
- (VI) The product name, if applicable, and dosage form, including concentration of tetrahydrocannabinol and cannabidiol. The product name may not contain wording commonly associated with products marketed by or to children.
- (VII) The recommended dose.
- (VIII) A warning that it is illegal to transfer medical marijuana to another person.
- (IX) A marijuana universal symbol developed by the department.

12. The medical marijuana treatment center shall include in each package a patient package insert with information on the specific product dispensed related to:

- a. Clinical pharmacology.
- b. Indications and use.
- c. Dosage and administration.
- d. Dosage forms and strengths.

- e. Contraindications.
- f. Warnings and precautions.
- g. Adverse reactions.

13. In addition to the packaging and labeling requirements specified in subparagraphs 11. and 12., marijuana in a form for smoking must be packaged in a sealed receptacle with a legible and prominent warning to keep away from children and a warning that states marijuana smoke contains carcinogens and may negatively affect health. Such receptacles for marijuana in a form for smoking must be plain, opaque, and white without depictions of the product or images other than the medical marijuana treatment center's department-approved logo and the marijuana universal symbol.

14. The department shall adopt rules to regulate the types, appearance, and labeling of marijuana delivery devices dispensed from a medical marijuana treatment center. The rules must require marijuana delivery devices to have an appearance consistent with medical use.

15. Each edible shall be individually sealed in plain, opaque wrapping marked only with the marijuana universal symbol. Where practical, each edible shall be marked with the marijuana universal symbol. In addition to the packaging and labeling requirements in subparagraphs 11. and 12., edible receptacles must be plain, opaque, and white without depictions of the product or images other than the medical marijuana treatment center's department-approved logo and the marijuana universal symbol. The receptacle must also include a list of all the edible's ingredients, storage instructions, an expiration date, a legible and prominent warning to keep away from children and pets, and a warning that the edible has not been produced or inspected pursuant to federal food safety laws.

16. When dispensing marijuana or a marijuana delivery device, a medical marijuana treatment center:

- a. May dispense any active, valid order for low-THC cannabis, medical cannabis and cannabis delivery devices issued pursuant to former s. [381.986](#), Florida Statutes 2016, which was entered into the medical marijuana use registry before July 1, 2017.
- b. May not dispense more than a 70-day supply of marijuana within any 70-day period to a qualified patient or caregiver. May not dispense more than one 35-day supply of marijuana in a form for smoking within any 35-day period to a qualified patient or caregiver. A 35-day supply of marijuana in a form for smoking may not exceed 2.5 ounces unless an exception to this amount is approved by the department pursuant to paragraph (4)(f).
- c. Must have the medical marijuana treatment center's employee who dispenses the marijuana or a marijuana delivery device enter into the medical marijuana use registry his or her name or unique employee identifier.
- d. Must verify that the qualified patient and the caregiver, if applicable, each have an active registration in the medical marijuana use registry and an active and valid medical marijuana use registry identification card, the amount and type of marijuana dispensed matches the physician

certification in the medical marijuana use registry for that qualified patient, and the physician certification has not already been filled.

e. May not dispense marijuana to a qualified patient who is younger than 18 years of age. If the qualified patient is younger than 18 years of age, marijuana may only be dispensed to the qualified patient's caregiver.

f. May not dispense or sell any other type of cannabis, alcohol, or illicit drug-related product, including pipes or wrapping papers made with tobacco or hemp, other than a marijuana delivery device required for the medical use of marijuana and which is specified in a physician certification.

g. Must, upon dispensing the marijuana or marijuana delivery device, record in the registry the date, time, quantity, and form of marijuana dispensed; the type of marijuana delivery device dispensed; and the name and medical marijuana use registry identification number of the qualified patient or caregiver to whom the marijuana delivery device was dispensed.

h. Must ensure that patient records are not visible to anyone other than the qualified patient, his or her caregiver, and authorized medical marijuana treatment center employees.

(f) To ensure the safety and security of premises where the cultivation, processing, storing, or dispensing of marijuana occurs, and to maintain adequate controls against the diversion, theft, and loss of marijuana or marijuana delivery devices, a medical marijuana treatment center shall:

1.a. Maintain a fully operational security alarm system that secures all entry points and perimeter windows and is equipped with motion detectors; pressure switches; and duress, panic, and hold-up alarms; and

b. Maintain a video surveillance system that records continuously 24 hours a day and meets the following criteria:

(I) Cameras are fixed in a place that allows for the clear identification of persons and activities in controlled areas of the premises. Controlled areas include grow rooms, processing rooms, storage rooms, disposal rooms or areas, and point-of-sale rooms.

(II) Cameras are fixed in entrances and exits to the premises, which shall record from both indoor and outdoor, or ingress and egress, vantage points.

(III) Recorded images must clearly and accurately display the time and date.

(IV) Retain video surveillance recordings for at least 45 days or longer upon the request of a law enforcement agency.

2. Ensure that the medical marijuana treatment center's outdoor premises have sufficient lighting from dusk until dawn.

3. Ensure that the indoor premises where dispensing occurs includes a waiting area with sufficient space and seating to accommodate qualified patients and caregivers and at least one private consultation area that is isolated from the waiting area and area where dispensing occurs. A medical

marijuana treatment center may not display products or dispense marijuana or marijuana delivery devices in the waiting area.

4. Not dispense from its premises marijuana or a marijuana delivery device between the hours of 9 p.m. and 7 a.m., but may perform all other operations and deliver marijuana to qualified patients 24 hours a day.
5. Store marijuana in a secured, locked room or a vault.
6. Require at least two of its employees, or two employees of a security agency with whom it contracts, to be on the premises at all times where cultivation, processing, or storing of marijuana occurs.
7. Require each employee or contractor to wear a photo identification badge at all times while on the premises.
8. Require each visitor to wear a visitor pass at all times while on the premises.
9. Implement an alcohol and drug-free workplace policy.
10. Report to local law enforcement within 24 hours after the medical marijuana treatment center is notified or becomes aware of the theft, diversion, or loss of marijuana.

(g) To ensure the safe transport of marijuana and marijuana delivery devices to medical marijuana treatment centers, marijuana testing laboratories, or qualified patients, a medical marijuana treatment center must:

1. Maintain a marijuana transportation manifest in any vehicle transporting marijuana. The marijuana transportation manifest must be generated from a medical marijuana treatment center's seed-to-sale tracking system and include the:

- a. Departure date and approximate time of departure.
- b. Name, location address, and license number of the originating medical marijuana treatment center.
- c. Name and address of the recipient of the delivery.
- d. Quantity and form of any marijuana or marijuana delivery device being transported.
- e. Arrival date and estimated time of arrival.
- f. Delivery vehicle make and model and license plate number.
- g. Name and signature of the medical marijuana treatment center employees delivering the product.

(l) A copy of the marijuana transportation manifest must be provided to each individual, medical marijuana treatment center, or marijuana testing laboratory that receives a delivery. The individual, or a representative of the center or laboratory, must sign a copy of the marijuana transportation manifest acknowledging receipt.

(II) An individual transporting marijuana or a marijuana delivery device must present a copy of the relevant marijuana transportation manifest and his or her employee identification card to a law enforcement officer upon request.

(III) Medical marijuana treatment centers and marijuana testing laboratories must retain copies of all marijuana transportation manifests for at least 3 years.

2. Ensure only vehicles in good working order are used to transport marijuana.

3. Lock marijuana and marijuana delivery devices in a separate compartment or container within the vehicle.

4. Require employees to have possession of their employee identification card at all times when transporting marijuana or marijuana delivery devices.

5. Require at least two persons to be in a vehicle transporting marijuana or marijuana delivery devices, and require at least one person to remain in the vehicle while the marijuana or marijuana delivery device is being delivered.

6. Provide specific safety and security training to employees transporting or delivering marijuana and marijuana delivery devices.

(h) A medical marijuana treatment center may not engage in advertising that is visible to members of the public from any street, sidewalk, park, or other public place, except:

1. The dispensing location of a medical marijuana treatment center may have a sign that is affixed to the outside or hanging in the window of the premises which identifies the dispensary by the licensee's business name, a department-approved trade name, or a department-approved logo. A medical marijuana treatment center's trade name and logo may not contain wording or images commonly associated with marketing targeted toward children or which promote recreational use of marijuana.

2. A medical marijuana treatment center may engage in Internet advertising and marketing under the following conditions:

a. All advertisements must be approved by the department.

b. An advertisement may not have any content that specifically targets individuals under the age of 18, including cartoon characters or similar images.

c. An advertisement may not be an unsolicited pop-up advertisement.

d. Opt-in marketing must include an easy and permanent opt-out feature.

(i) Each medical marijuana treatment center that dispenses marijuana and marijuana delivery devices shall make available to the public on its website:

1. Each marijuana and low-THC product available for purchase, including the form, strain of marijuana from which it was extracted, cannabidiol content, tetrahydrocannabinol content, dose

unit, total number of doses available, and the ratio of cannabidiol to tetrahydrocannabinol for each product.

2. The price for a 30-day, 50-day, and 70-day supply at a standard dose for each marijuana and low-THC product available for purchase.

3. The price for each marijuana delivery device available for purchase.

4. If applicable, any discount policies and eligibility criteria for such discounts.

(j) Medical marijuana treatment centers are the sole source from which a qualified patient may legally obtain marijuana.

(k) The department may adopt rules pursuant to ss. [120.536\(1\)](#) and [120.54](#) to implement this subsection.

(9) BACKGROUND SCREENING.—An individual required to undergo a background screening pursuant to this section must pass a level 2 background screening as provided under chapter 435, which, in addition to the disqualifying offenses provided in s. [435.04](#), shall exclude an individual who has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense under chapter 837, chapter 895, or chapter 896 or similar law of another jurisdiction.

(a) Such individual must submit a full set of fingerprints to the department or to a vendor, entity, or agency authorized by s. [943.053\(13\)](#). The department, vendor, entity, or agency shall forward the fingerprints to the Department of Law Enforcement for state processing, and the Department of Law Enforcement shall forward the fingerprints to the Federal Bureau of Investigation for national processing.

(b) Fees for state and federal fingerprint processing and retention shall be borne by the individual. The state cost for fingerprint processing shall be as provided in s. [943.053\(3\)\(e\)](#) for records provided to persons or entities other than those specified as exceptions therein.

(c) Fingerprints submitted to the Department of Law Enforcement pursuant to this subsection shall be retained by the Department of Law Enforcement as provided in s. [943.05\(2\)\(g\)](#) and (h) and, when the Department of Law Enforcement begins participation in the program, enrolled in the Federal Bureau of Investigation's national retained print arrest notification program. Any arrest record identified shall be reported to the department.

(10) MEDICAL MARIJUANA TREATMENT CENTER INSPECTIONS; ADMINISTRATIVE ACTIONS.—

(a) The department shall conduct announced or unannounced inspections of medical marijuana treatment centers to determine compliance with this section or rules adopted pursuant to this section.

(b) The department shall inspect a medical marijuana treatment center upon receiving a complaint or notice that the medical marijuana treatment center has dispensed marijuana containing mold, bacteria, or other contaminant that may cause or has caused an adverse effect to human health or the environment.

(c) The department shall conduct at least a biennial inspection of each medical marijuana treatment center to evaluate the medical marijuana treatment center's records, personnel, equipment, processes, security measures, sanitation practices, and quality assurance practices.

(d) The Department of Agriculture and Consumer Services and the department shall enter into an interagency agreement to ensure cooperation and coordination in the performance of their obligations under this section and their respective regulatory and authorizing laws. The department, the Department of Highway Safety and Motor Vehicles, and the Department of Law Enforcement may enter into interagency agreements for the purposes specified in this subsection or subsection (7).

(e) The department shall publish a list of all approved medical marijuana treatment centers, medical directors, and qualified physicians on its website.

(f) The department may impose reasonable fines not to exceed \$10,000 on a medical marijuana treatment center for any of the following violations:

1. Violating this section or department rule.
2. Failing to maintain qualifications for approval.
3. Endangering the health, safety, or security of a qualified patient.
4. Improperly disclosing personal and confidential information of the qualified patient.
5. Attempting to procure medical marijuana treatment center approval by bribery, fraudulent misrepresentation, or extortion.
6. Being convicted or found guilty of, or entering a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the business of a medical marijuana treatment center.
7. Making or filing a report or record that the medical marijuana treatment center knows to be false.
8. Willfully failing to maintain a record required by this section or department rule.
9. Willfully impeding or obstructing an employee or agent of the department in the furtherance of his or her official duties.
10. Engaging in fraud or deceit, negligence, incompetence, or misconduct in the business practices of a medical marijuana treatment center.
11. Making misleading, deceptive, or fraudulent representations in or related to the business practices of a medical marijuana treatment center.
12. Having a license or the authority to engage in any regulated profession, occupation, or business that is related to the business practices of a medical marijuana treatment center suspended, revoked, or otherwise acted against by the licensing authority of any jurisdiction,

including its agencies or subdivisions, for a violation that would constitute a violation under Florida law.

13. Violating a lawful order of the department or an agency of the state, or failing to comply with a lawfully issued subpoena of the department or an agency of the state.

(g) The department may suspend, revoke, or refuse to renew a medical marijuana treatment center license if the medical marijuana treatment center commits any of the violations in paragraph (f).

(h) The department may adopt rules pursuant to ss. [120.536](#)(1) and [120.54](#) to implement this subsection.

(11) PREEMPTION.—Regulation of cultivation, processing, and delivery of marijuana by medical marijuana treatment centers is preempted to the state except as provided in this subsection.

(a) A medical marijuana treatment center cultivating or processing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school.

(b)1. A county or municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality. A county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality.

2. A municipality may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, medical marijuana treatment center dispensing facilities located within the boundaries of that municipality. A county may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, all such dispensing facilities located within the unincorporated areas of that county. Except as provided in paragraph (c), a county or municipality may not enact ordinances for permitting or for determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465. A municipality or county may not charge a medical marijuana treatment center a license or permit fee in an amount greater than the fee charged by such municipality or county to pharmacies. A dispensing facility location approved by a municipality or county pursuant to former s. [381.986](#)(8)(b), Florida Statutes 2016, is not subject to the location requirements of this subsection.

(c) A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location through a formal proceeding open to the public at which the county or municipality determines that the location promotes the public health, safety, and general welfare of the community.

(d) This subsection does not prohibit any local jurisdiction from ensuring medical marijuana treatment center facilities comply with the Florida Building Code, the Florida Fire Prevention Code, or any local amendments to the Florida Building Code or the Florida Fire Prevention Code.

(12) PENALTIES.—

(a) A qualified physician commits a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#), if the qualified physician issues a physician certification for the medical use of marijuana for a patient without a reasonable belief that the patient is suffering from a qualifying medical condition.

(b) A person who fraudulently represents that he or she has a qualifying medical condition to a qualified physician for the purpose of being issued a physician certification commits a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(c) A qualified patient who uses marijuana, not including low-THC cannabis, or a caregiver who administers marijuana, not including low-THC cannabis, in plain view of or in a place open to the general public; in a school bus, a vehicle, an aircraft, or a boat; or on the grounds of a school except as provided in s. [1006.062](#), commits a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(d) A qualified patient or caregiver who cultivates marijuana or who purchases or acquires marijuana from any person or entity other than a medical marijuana treatment center violates s. [893.13](#) and is subject to the penalties provided therein.

(e)1. A qualified patient or caregiver in possession of marijuana or a marijuana delivery device who fails or refuses to present his or her marijuana use registry identification card upon the request of a law enforcement officer commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#), unless it can be determined through the medical marijuana use registry that the person is authorized to be in possession of that marijuana or marijuana delivery device.

2. A person charged with a violation of this paragraph may not be convicted if, before or at the time of his or her court or hearing appearance, the person produces in court or to the clerk of the court in which the charge is pending a medical marijuana use registry identification card issued to him or her which is valid at the time of his or her arrest. The clerk of the court is authorized to dismiss such case at any time before the defendant's appearance in court. The clerk of the court may assess a fee of \$5 for dismissing the case under this paragraph.

(f) A caregiver who violates any of the applicable provisions of this section or applicable department rules, for the first offense, commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#) and, for a second or subsequent offense, commits a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(g) A qualified physician who issues a physician certification for marijuana or a marijuana delivery device and receives compensation from a medical marijuana treatment center related to the issuance of a physician certification for marijuana or a marijuana delivery device is subject to disciplinary action under the applicable practice act and s. [456.072](#)(1)(n).

(h) A person transporting marijuana or marijuana delivery devices on behalf of a medical marijuana treatment center or marijuana testing laboratory who fails or refuses to present a transportation manifest upon the request of a law enforcement officer commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(i) Persons and entities conducting activities authorized and governed by this section and s. [381.988](#) are subject to ss. [456.053](#), [456.054](#), and [817.505](#), as applicable.

(j) A person or entity that cultivates, processes, distributes, sells, or dispenses marijuana, as defined in s. 29(b)(4), Art. X of the State Constitution, and is not licensed as a medical marijuana treatment center violates s. [893.13](#) and is subject to the penalties provided therein.

(k) A person who manufactures, distributes, sells, gives, or possesses with the intent to manufacture, distribute, sell, or give marijuana or a marijuana delivery device that he or she holds out to have originated from a licensed medical marijuana treatment center but that is counterfeit commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#). For the purposes of this paragraph, the term “counterfeit” means marijuana; a marijuana delivery device; or a marijuana or marijuana delivery device container, seal, or label which, without authorization, bears the trademark, trade name, or other identifying mark, imprint, or device, or any likeness thereof, of a licensed medical marijuana treatment center and which thereby falsely purports or is represented to be the product of, or to have been distributed by, that licensed medical marijuana treatment facility.

(l) Any person who possesses or manufactures a blank, forged, stolen, fictitious, fraudulent, counterfeit, or otherwise unlawfully issued medical marijuana use registry identification card commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

(13) UNLICENSED ACTIVITY.—

(a) If the department has probable cause to believe that a person or entity that is not registered or licensed with the department has violated this section, s. [381.988](#), or any rule adopted pursuant to this section, the department may issue and deliver to such person or entity a notice to cease and desist from such violation. The department also may issue and deliver a notice to cease and desist to any person or entity who aids and abets such unlicensed activity. The issuance of a notice to cease and desist does not constitute agency action for which a hearing under s. [120.569](#) or s. [120.57](#) may be sought. For the purpose of enforcing a cease and desist order, the department may file a proceeding in the name of the state seeking issuance of an injunction or a writ of mandamus against any person or entity who violates any provisions of such order.

(b) In addition to the remedies under paragraph (a), the department may impose by citation an administrative penalty not to exceed \$5,000 per incident. The citation shall be issued to the subject and must contain the subject’s name and any other information the department determines to be necessary to identify the subject, a brief factual statement, the sections of the law allegedly violated, and the penalty imposed. If the subject does not dispute the matter in the citation with the department within 30 days after the citation is served, the citation shall become a final order of the department. The department may adopt rules pursuant to ss. [120.536](#)(1) and [120.54](#) to implement this section. Each day that the unlicensed activity continues after issuance of a notice to cease and

desist constitutes a separate violation. The department shall be entitled to recover the costs of investigation and prosecution in addition to the fine levied pursuant to the citation. Service of a citation may be made by personal service or by mail to the subject at the subject's last known address or place of practice. If the department is required to seek enforcement of the cease and desist or agency order, it shall be entitled to collect attorney fees and costs.

(c) In addition to or in lieu of any other administrative remedy, the department may seek the imposition of a civil penalty through the circuit court for any violation for which the department may issue a notice to cease and desist. The civil penalty shall be no less than \$5,000 and no more than \$10,000 for each offense. The court may also award to the prevailing party court costs and reasonable attorney fees and, in the event the department prevails, may also award reasonable costs of investigation and prosecution.

(d) In addition to the other remedies provided in this section, the department or any state attorney may bring an action for an injunction to restrain any unlicensed activity or to enjoin the future operation or maintenance of the unlicensed activity or the performance of any service in violation of this section.

(e) The department must notify local law enforcement of such unlicensed activity for a determination of any criminal violation of chapter 893.

(14) EXCEPTIONS TO OTHER LAWS.—

(a) Notwithstanding s. [893.13](#), s. [893.135](#), s. [893.147](#), or any other provision of law, but subject to the requirements of this section, a qualified patient and the qualified patient's caregiver may purchase from a medical marijuana treatment center for the patient's medical use a marijuana delivery device and up to the amount of marijuana authorized in the physician certification, but may not possess more than a 70-day supply of marijuana, or the greater of 4 ounces of marijuana in a form for smoking or an amount of marijuana in a form for smoking approved by the department pursuant to paragraph (4)(f), at any given time and all marijuana purchased must remain in its original packaging.

(b) Notwithstanding paragraph (a), s. [893.13](#), s. [893.135](#), s. [893.147](#), or any other provision of law, a qualified patient and the qualified patient's caregiver may purchase and possess a marijuana delivery device intended for the medical use of marijuana by smoking from a vendor other than a medical marijuana treatment center.

(c) Notwithstanding s. [893.13](#), s. [893.135](#), s. [893.147](#), or any other provision of law, but subject to the requirements of this section, an approved medical marijuana treatment center and its owners, managers, and employees may manufacture, possess, sell, deliver, distribute, dispense, and lawfully dispose of marijuana or a marijuana delivery device as provided in this section, s. [381.988](#), and by department rule. For the purposes of this subsection, the terms "manufacture," "possession," "deliver," "distribute," and "dispense" have the same meanings as provided in s. [893.02](#).

(d) Notwithstanding s. [893.13](#), s. [893.135](#), s. [893.147](#), or any other provision of law, but subject to the requirements of this section, a certified marijuana testing laboratory, including an employee of a certified marijuana testing laboratory acting within the scope of his or her employment, may

acquire, possess, test, transport, and lawfully dispose of marijuana as provided in this section, in s. [381.988](#), and by department rule.

(e) A licensed medical marijuana treatment center and its owners, managers, and employees are not subject to licensure or regulation under chapter 465 or chapter 499 for manufacturing, possessing, selling, delivering, distributing, dispensing, or lawfully disposing of marijuana or a marijuana delivery device, as provided in this section, in s. [381.988](#), and by department rule.

(f) This subsection does not exempt a person from prosecution for a criminal offense related to impairment or intoxication resulting from the medical use of marijuana or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

(g) Notwithstanding s. [893.13](#), s. [893.135](#), s. [893.147](#), or any other provision of law, but subject to the requirements of this section and pursuant to policies and procedures established pursuant to s. [1006.62](#)(8), school personnel may possess marijuana that is obtained for medical use pursuant to this section by a student who is a qualified patient.

(h) Notwithstanding s. [893.13](#), s. [893.135](#), s. [893.147](#), or any other provision of law, but subject to the requirements of this section, a research institute established by a public postsecondary educational institution, such as the H. Lee Moffitt Cancer Center and Research Institute, Inc., established under s. [1004.43](#), or a state university that has achieved the preeminent state research university designation under s. [1001.7065](#) may possess, test, transport, and lawfully dispose of marijuana for research purposes as provided by this section.

(15) APPLICABILITY.—

(a) This section does not limit the ability of an employer to establish, continue, or enforce a drug-free workplace program or policy.

(b) This section does not require an employer to accommodate the medical use of marijuana in any workplace or any employee working while under the influence of marijuana.

(c) This section does not create a cause of action against an employer for wrongful discharge or discrimination.

(d) This section does not impair the ability of any party to restrict or limit smoking or vaping marijuana on his or her private property.

(e) This section does not prohibit the medical use of marijuana or a caregiver assisting with the medical use of marijuana in a nursing home facility licensed under part II of chapter 400, a hospice facility licensed under part IV of chapter 400, or an assisted living facility licensed under part I of chapter 429, if the medical use of marijuana is not prohibited in the facility's policies.

(f) Marijuana, as defined in this section, is not reimbursable under chapter 440.

(16) FINES AND FEES.—Fines and fees collected by the department under this section shall be deposited in the Grants and Donations Trust Fund within the Department of Health.

²(17) Rules adopted pursuant to this section before July 1, 2020, are not subject to ss. [120.54](#)(3)(b) and [120.541](#). Notwithstanding paragraph (8)(e), a medical marijuana treatment center may use a laboratory that has not been certified by the department under s. [381.988](#) until such time as at least one laboratory holds the required certification pursuant to s. [381.988](#), but in no event later than July 1, 2020. This subsection expires July 1, 2020.

History.—s. 2, ch. 2014-157; s. 1, ch. 2016-123; s. 24, ch. 2016-145; ss. 1, 3, 18, ch. 2017-232; s. 29, ch. 2018-10; s. 43, ch. 2018-110; s. 1, ch. 2018-142; s. 1, ch. 2019-1; s. 39, ch. 2019-116.

¹**Note.**—

A. Section 1, ch. 2017-232, provides that “[i]t is the intent of the Legislature to implement s. 29, Article X of the State Constitution by creating a unified regulatory structure. If s. 29, Article X of the State Constitution is amended or a constitutional amendment related to cannabis or marijuana is adopted, this act shall expire 6 months after the effective date of such amendment.” If such amendment or adoption takes place, s. 381.986, as amended by s. 1, ch. 2017-232, will read:

381.986 Compassionate use of low-THC and medical cannabis.—

(1) **DEFINITIONS.**—As used in this section, the term:

- (a) “Cannabis delivery device” means an object used, intended for use, or designed for use in preparing, storing, ingesting, inhaling, or otherwise introducing low-THC cannabis or medical cannabis into the human body.
- (b) “Dispensing organization” means an organization approved by the department to cultivate, process, transport, and dispense low-THC cannabis or medical cannabis pursuant to this section.
- (c) “Independent testing laboratory” means a laboratory, including the managers, employees, or contractors of the laboratory, which has no direct or indirect interest in a dispensing organization.
- (d) “Legal representative” means the qualified patient’s parent, legal guardian acting pursuant to a court’s authorization as required under s. 744.3215(4), health care surrogate acting pursuant to the qualified patient’s written consent or a court’s authorization as required under s. 765.113, or an individual who is authorized under a power of attorney to make health care decisions on behalf of the qualified patient.
- (e) “Low-THC cannabis” means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.
- (f) “Medical cannabis” means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed only from a dispensing organization for medical use by an eligible patient as defined in s. 499.0295.

(g) “Medical use” means administration of the ordered amount of low-THC cannabis or medical cannabis. The term does not include the:

1. Possession, use, or administration of low-THC cannabis or medical cannabis by smoking.
2. Transfer of low-THC cannabis or medical cannabis to a person other than the qualified patient for whom it was ordered or the qualified patient’s legal representative on behalf of the qualified patient.
3. Use or administration of low-THC cannabis or medical cannabis:
 - a. On any form of public transportation.
 - b. In any public place.
 - c. In a qualified patient’s place of employment, if restricted by his or her employer.
 - d. In a state correctional institution as defined in s. 944.02 or a correctional institution as defined in s. 944.241.
 - e. On the grounds of a preschool, primary school, or secondary school.
 - f. On a school bus or in a vehicle, aircraft, or motorboat.

(h) “Qualified patient” means a resident of this state who has been added to the compassionate use registry by a physician licensed under chapter 458 or chapter 459 to receive low-THC cannabis or medical cannabis from a dispensing organization.

(i) “Smoking” means burning or igniting a substance and inhaling the smoke. Smoking does not include the use of a vaporizer.

(2) PHYSICIAN ORDERING.—A physician is authorized to order low-THC cannabis to treat a qualified patient suffering from cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms; order low-THC cannabis to alleviate symptoms of such disease, disorder, or condition, if no other satisfactory alternative treatment options exist for the qualified patient; order medical cannabis to treat an eligible patient as defined in s. 499.0295; or order a cannabis delivery device for the medical use of low-THC cannabis or medical cannabis, only if the physician:

- (a) Holds an active, unrestricted license as a physician under chapter 458 or an osteopathic physician under chapter 459;
- (b) Has treated the patient for at least 3 months immediately preceding the patient’s registration in the compassionate use registry;
- (c) Has successfully completed the course and examination required under paragraph (4)(a);
- (d) Has determined that the risks of treating the patient with low-THC cannabis or medical cannabis are reasonable in light of the potential benefit to the patient. If a patient is younger than 18 years of age, a second physician must concur with this determination, and such determination must be documented in the patient’s medical record;

(e) Registers as the orderer of low-THC cannabis or medical cannabis for the named patient on the compassionate use registry maintained by the department and updates the registry to reflect the contents of the order, including the amount of low-THC cannabis or medical cannabis that will provide the patient with not more than a 45-day supply and a cannabis delivery device needed by the patient for the medical use of low-THC cannabis or medical cannabis. The physician must also update the registry within 7 days after any change is made to the original order to reflect the change. The physician shall deactivate the registration of the patient and the patient's legal representative when treatment is discontinued;

(f) Maintains a patient treatment plan that includes the dose, route of administration, planned duration, and monitoring of the patient's symptoms and other indicators of tolerance or reaction to the low-THC cannabis or medical cannabis;

(g) Submits the patient treatment plan quarterly to the University of Florida College of Pharmacy for research on the safety and efficacy of low-THC cannabis and medical cannabis on patients;

(h) Obtains the voluntary written informed consent of the patient or the patient's legal representative to treatment with low-THC cannabis after sufficiently explaining the current state of knowledge in the medical community of the effectiveness of treatment of the patient's condition with low-THC cannabis, the medically acceptable alternatives, and the potential risks and side effects;

(i) Obtains written informed consent as defined in and required under s. 499.0295, if the physician is ordering medical cannabis for an eligible patient pursuant to that section; and

(j) Is not a medical director employed by a dispensing organization.

(3) PENALTIES.—

(a) A physician commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, if the physician orders low-THC cannabis for a patient without a reasonable belief that the patient is suffering from:

1. Cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms that can be treated with low-THC cannabis; or

2. Symptoms of cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms that can be alleviated with low-THC cannabis.

(b) A physician commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, if the physician orders medical cannabis for a patient without a reasonable belief that the patient has a terminal condition as defined in s. 499.0295.

(c) A person who fraudulently represents that he or she has cancer, a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms, or a terminal condition to a physician for the purpose of being ordered low-THC cannabis, medical cannabis, or a cannabis delivery device by such physician commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(d) An eligible patient as defined in s. 499.0295 who uses medical cannabis, and such patient's legal representative who administers medical cannabis, in plain view of or in a place open to the general public, on the grounds of a school, or in a school bus, vehicle, aircraft, or motorboat, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(e) A physician who orders low-THC cannabis, medical cannabis, or a cannabis delivery device and receives compensation from a dispensing organization related to the ordering of low-THC cannabis, medical cannabis, or a cannabis delivery device is subject to disciplinary action under the applicable practice act and s. 456.072(1)(n).

(4) PHYSICIAN EDUCATION.—

(a) Before ordering low-THC cannabis, medical cannabis, or a cannabis delivery device for medical use by a patient in this state, the appropriate board shall require the ordering physician to successfully complete an 8-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association that encompasses the clinical indications for the appropriate use of low-THC cannabis and medical cannabis, the appropriate cannabis delivery devices, the contraindications for such use, and the relevant state and federal laws governing the ordering, dispensing, and possessing of these substances and devices. The course and examination shall be administered at least annually. Successful completion of the course may be used by a physician to satisfy 8 hours of the continuing medical education requirements required by his or her respective board for licensure renewal. This course may be offered in a distance learning format.

(b) The appropriate board shall require the medical director of each dispensing organization to hold an active, unrestricted license as a physician under chapter 458 or as an osteopathic physician under chapter 459 and successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association that encompasses appropriate safety procedures and knowledge of low-THC cannabis, medical cannabis, and cannabis delivery devices.

(c) Successful completion of the course and examination specified in paragraph (a) is required for every physician who orders low-THC cannabis, medical cannabis, or a cannabis delivery device each time such physician renews his or her license. In addition, successful completion of the course and examination specified in paragraph (b) is required for the medical director of each dispensing organization each time such physician renews his or her license.

(d) A physician who fails to comply with this subsection and who orders low-THC cannabis, medical cannabis, or a cannabis delivery device may be subject to disciplinary action under the applicable practice act and under s. 456.072(1)(k).

(5) DUTIES OF THE DEPARTMENT.—The department shall:

(a) Create and maintain a secure, electronic, and online compassionate use registry for the registration of physicians, patients, and the legal representatives of patients as provided under this section. The registry must be accessible to law enforcement agencies and to a dispensing organization to verify the authorization of a patient or a patient's legal representative to possess low-THC cannabis, medical cannabis, or a cannabis delivery device and record the low-THC cannabis,

medical cannabis, or cannabis delivery device dispensed. The registry must prevent an active registration of a patient by multiple physicians.

(b) Authorize the establishment of five dispensing organizations to ensure reasonable statewide accessibility and availability as necessary for patients registered in the compassionate use registry and who are ordered low-THC cannabis, medical cannabis, or a cannabis delivery device under this section, one in each of the following regions: northwest Florida, northeast Florida, central Florida, southeast Florida, and southwest Florida. The department shall develop an application form and impose an initial application and biennial renewal fee that is sufficient to cover the costs of administering this section. An applicant for approval as a dispensing organization must be able to demonstrate:

1. The technical and technological ability to cultivate and produce low-THC cannabis. The applicant must possess a valid certificate of registration issued by the Department of Agriculture and Consumer Services pursuant to s. 581.131 that is issued for the cultivation of more than 400,000 plants, be operated by a nurseryman as defined in s. 581.011, and have been operated as a registered nursery in this state for at least 30 continuous years.
2. The ability to secure the premises, resources, and personnel necessary to operate as a dispensing organization.
3. The ability to maintain accountability of all raw materials, finished products, and any byproducts to prevent diversion or unlawful access to or possession of these substances.
4. An infrastructure reasonably located to dispense low-THC cannabis to registered patients statewide or regionally as determined by the department.
5. The financial ability to maintain operations for the duration of the 2-year approval cycle, including the provision of certified financials to the department. Upon approval, the applicant must post a \$5 million performance bond. However, upon a dispensing organization's serving at least 1,000 qualified patients, the dispensing organization is only required to maintain a \$2 million performance bond.
6. That all owners and managers have been fingerprinted and have successfully passed a level 2 background screening pursuant to s. 435.04.
7. The employment of a medical director to supervise the activities of the dispensing organization.

(c) Upon the registration of 250,000 active qualified patients in the compassionate use registry, approve three dispensing organizations, including, but not limited to, an applicant that is a recognized class member of *Pigford v. Glickman*, 185 F.R.D. 82 (D.D.C. 1999), or *In Re Black Farmers Litig.*, 856 F. Supp. 2d 1 (D.D.C. 2011), and a member of the Black Farmers and Agriculturalists Association, which must meet the requirements of subparagraphs (b)2.-7. and demonstrate the technical and technological ability to cultivate and produce low-THC cannabis.

(d) Allow a dispensing organization to make a wholesale purchase of low-THC cannabis or medical cannabis from, or a distribution of low-THC cannabis or medical cannabis to, another dispensing organization.

(e) Monitor physician registration and ordering of low-THC cannabis, medical cannabis, or a cannabis delivery device for ordering practices that could facilitate unlawful diversion or misuse of low-THC cannabis, medical cannabis, or a cannabis delivery device and take disciplinary action as indicated.

(6) DISPENSING ORGANIZATION.—An approved dispensing organization must, at all times, maintain compliance with the criteria demonstrated for selection and approval as a dispensing organization under subsection (5) and the criteria required in this subsection.

(a) When growing low-THC cannabis or medical cannabis, a dispensing organization:

1. May use pesticides determined by the department, after consultation with the Department of Agriculture and Consumer Services, to be safely applied to plants intended for human consumption, but may not use pesticides designated as restricted-use pesticides pursuant to s. 487.042.
2. Must grow low-THC cannabis or medical cannabis within an enclosed structure and in a room separate from any other plant.
3. Must inspect seeds and growing plants for plant pests that endanger or threaten the horticultural and agricultural interests of the state, notify the Department of Agriculture and Consumer Services within 10 calendar days after a determination that a plant is infested or infected by such plant pest, and implement and maintain phytosanitary policies and procedures.
4. Must perform fumigation or treatment of plants, or the removal and destruction of infested or infected plants, in accordance with chapter 581 and any rules adopted thereunder.

(b) When processing low-THC cannabis or medical cannabis, a dispensing organization must:

1. Process the low-THC cannabis or medical cannabis within an enclosed structure and in a room separate from other plants or products.
2. Test the processed low-THC cannabis and medical cannabis before they are dispensed. Results must be verified and signed by two dispensing organization employees. Before dispensing low-THC cannabis, the dispensing organization must determine that the test results indicate that the low-THC cannabis meets the definition of low-THC cannabis and, for medical cannabis and low-THC cannabis, that all medical cannabis and low-THC cannabis is safe for human consumption and free from contaminants that are unsafe for human consumption. The dispensing organization must retain records of all testing and samples of each homogenous batch of cannabis and low-THC cannabis for at least 9 months. The dispensing organization must contract with an independent testing laboratory to perform audits on the dispensing organization's standard operating procedures, testing records, and samples and provide the results to the department to confirm that the low-THC cannabis or medical cannabis meets the requirements of this section and that the medical cannabis and low-THC cannabis is safe for human consumption.
3. Package the low-THC cannabis or medical cannabis in compliance with the United States Poison Prevention Packaging Act of 1970, 15 U.S.C. ss. 1471 et seq.
4. Package the low-THC cannabis or medical cannabis in a receptacle that has a firmly affixed and legible label stating the following information:

- a. A statement that the low-THC cannabis or medical cannabis meets the requirements of subparagraph 2.;
- b. The name of the dispensing organization from which the medical cannabis or low-THC cannabis originates; and
- c. The batch number and harvest number from which the medical cannabis or low-THC cannabis originates.

5. Reserve two processed samples from each batch and retain such samples for at least 9 months for the purpose of testing pursuant to the audit required under subparagraph 2.

(c) When dispensing low-THC cannabis, medical cannabis, or a cannabis delivery device, a dispensing organization:

- 1. May not dispense more than a 45-day supply of low-THC cannabis or medical cannabis to a patient or the patient's legal representative.
- 2. Must have the dispensing organization's employee who dispenses the low-THC cannabis, medical cannabis, or a cannabis delivery device enter into the compassionate use registry his or her name or unique employee identifier.
- 3. Must verify in the compassionate use registry that a physician has ordered the low-THC cannabis, medical cannabis, or a specific type of a cannabis delivery device for the patient.
- 4. May not dispense or sell any other type of cannabis, alcohol, or illicit drug-related product, including pipes, bongs, or wrapping papers, other than a physician-ordered cannabis delivery device required for the medical use of low-THC cannabis or medical cannabis, while dispensing low-THC cannabis or medical cannabis.
- 5. Must verify that the patient has an active registration in the compassionate use registry, the patient or patient's legal representative holds a valid and active registration card, the order presented matches the order contents as recorded in the registry, and the order has not already been filled.
- 6. Must, upon dispensing the low-THC cannabis, medical cannabis, or cannabis delivery device, record in the registry the date, time, quantity, and form of low-THC cannabis or medical cannabis dispensed and the type of cannabis delivery device dispensed.

(d) To ensure the safety and security of its premises and any off-site storage facilities, and to maintain adequate controls against the diversion, theft, and loss of low-THC cannabis, medical cannabis, or cannabis delivery devices, a dispensing organization shall:

- 1.a. Maintain a fully operational security alarm system that secures all entry points and perimeter windows and is equipped with motion detectors; pressure switches; and duress, panic, and hold-up alarms; or
- b. Maintain a video surveillance system that records continuously 24 hours each day and meets at least one of the following criteria:

- (I) Cameras are fixed in a place that allows for the clear identification of persons and activities in controlled areas of the premises. Controlled areas include grow rooms, processing rooms, storage rooms, disposal rooms or areas, and point-of-sale rooms;
- (II) Cameras are fixed in entrances and exits to the premises, which shall record from both indoor and outdoor, or ingress and egress, vantage points;
- (III) Recorded images must clearly and accurately display the time and date; or
- (IV) Retain video surveillance recordings for a minimum of 45 days or longer upon the request of a law enforcement agency.

2. Ensure that the organization's outdoor premises have sufficient lighting from dusk until dawn.
3. Establish and maintain a tracking system approved by the department that traces the low-THC cannabis or medical cannabis from seed to sale. The tracking system shall include notification of key events as determined by the department, including when cannabis seeds are planted, when cannabis plants are harvested and destroyed, and when low-THC cannabis or medical cannabis is transported, sold, stolen, diverted, or lost.
4. Not dispense from its premises low-THC cannabis, medical cannabis, or a cannabis delivery device between the hours of 9 p.m. and 7 a.m., but may perform all other operations and deliver low-THC cannabis and medical cannabis to qualified patients 24 hours each day.
5. Store low-THC cannabis or medical cannabis in a secured, locked room or a vault.
6. Require at least two of its employees, or two employees of a security agency with whom it contracts, to be on the premises at all times.
7. Require each employee to wear a photo identification badge at all times while on the premises.
8. Require each visitor to wear a visitor's pass at all times while on the premises.
9. Implement an alcohol and drug-free workplace policy.
10. Report to local law enforcement within 24 hours after it is notified or becomes aware of the theft, diversion, or loss of low-THC cannabis or medical cannabis.

(e) To ensure the safe transport of low-THC cannabis or medical cannabis to dispensing organization facilities, independent testing laboratories, or patients, the dispensing organization must:

1. Maintain a transportation manifest, which must be retained for at least 1 year.
2. Ensure only vehicles in good working order are used to transport low-THC cannabis or medical cannabis.
3. Lock low-THC cannabis or medical cannabis in a separate compartment or container within the vehicle.

4. Require at least two persons to be in a vehicle transporting low-THC cannabis or medical cannabis, and require at least one person to remain in the vehicle while the low-THC cannabis or medical cannabis is being delivered.

5. Provide specific safety and security training to employees transporting or delivering low-THC cannabis or medical cannabis.

(7) DEPARTMENT AUTHORITY AND RESPONSIBILITIES.—

(a) The department may conduct announced or unannounced inspections of dispensing organizations to determine compliance with this section or rules adopted pursuant to this section.

(b) The department shall inspect a dispensing organization upon complaint or notice provided to the department that the dispensing organization has dispensed low-THC cannabis or medical cannabis containing any mold, bacteria, or other contaminant that may cause or has caused an adverse effect to human health or the environment.

(c) The department shall conduct at least a biennial inspection of each dispensing organization to evaluate the dispensing organization's records, personnel, equipment, processes, security measures, sanitation practices, and quality assurance practices.

(d) The department may enter into interagency agreements with the Department of Agriculture and Consumer Services, the Department of Business and Professional Regulation, the Department of Transportation, the Department of Highway Safety and Motor Vehicles, and the Agency for Health Care Administration, and such agencies are authorized to enter into an interagency agreement with the department, to conduct inspections or perform other responsibilities assigned to the department under this section.

(e) The department must make a list of all approved dispensing organizations and qualified ordering physicians and medical directors publicly available on its website.

(f) The department may establish a system for issuing and renewing registration cards for patients and their legal representatives, establish the circumstances under which the cards may be revoked by or must be returned to the department, and establish fees to implement such system. The department must require, at a minimum, the registration cards to:

1. Provide the name, address, and date of birth of the patient or legal representative.
2. Have a full-face, passport-type, color photograph of the patient or legal representative taken within the 90 days immediately preceding registration.
3. Identify whether the cardholder is a patient or legal representative.
4. List a unique numeric identifier for the patient or legal representative that is matched to the identifier used for such person in the department's compassionate use registry.
5. Provide the expiration date, which shall be 1 year after the date of the physician's initial order of low-THC cannabis or medical cannabis.

6. For the legal representative, provide the name and unique numeric identifier of the patient that the legal representative is assisting.

7. Be resistant to counterfeiting or tampering.

(g) The department may impose reasonable fines not to exceed \$10,000 on a dispensing organization for any of the following violations:

1. Violating this section, s. 499.0295, or department rule.

2. Failing to maintain qualifications for approval.

3. Endangering the health, safety, or security of a qualified patient.

4. Improperly disclosing personal and confidential information of the qualified patient.

5. Attempting to procure dispensing organization approval by bribery, fraudulent misrepresentation, or extortion.

6. Being convicted or found guilty of, or entering a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the business of a dispensing organization.

7. Making or filing a report or record that the dispensing organization knows to be false.

8. Willfully failing to maintain a record required by this section or department rule.

9. Willfully impeding or obstructing an employee or agent of the department in the furtherance of his or her official duties.

10. Engaging in fraud or deceit, negligence, incompetence, or misconduct in the business practices of a dispensing organization.

11. Making misleading, deceptive, or fraudulent representations in or related to the business practices of a dispensing organization.

12. Having a license or the authority to engage in any regulated profession, occupation, or business that is related to the business practices of a dispensing organization suspended, revoked, or otherwise acted against by the licensing authority of any jurisdiction, including its agencies or subdivisions, for a violation that would constitute a violation under Florida law.

13. Violating a lawful order of the department or an agency of the state, or failing to comply with a lawfully issued subpoena of the department or an agency of the state.

(h) The department may suspend, revoke, or refuse to renew a dispensing organization's approval if a dispensing organization commits any of the violations in paragraph (g).

(i) The department shall renew the approval of a dispensing organization biennially if the dispensing organization meets the requirements of this section and pays the biennial renewal fee.

(j) The department may adopt rules necessary to implement this section.

(8) PREEMPTION.—

(a) All matters regarding the regulation of the cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations are preempted to the state.

(b) A municipality may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of dispensing organizations located within its municipal boundaries. A county may determine by ordinance the criteria for the number, location, and other permitting requirements that do not conflict with state law or department rule for all dispensing facilities of dispensing organizations located within the unincorporated areas of that county.

(9) EXCEPTIONS TO OTHER LAWS.—

(a) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, a qualified patient and the qualified patient's legal representative may purchase and possess for the patient's medical use up to the amount of low-THC cannabis or medical cannabis ordered for the patient, but not more than a 45-day supply, and a cannabis delivery device ordered for the patient.

(b) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, an approved dispensing organization and its owners, managers, and employees may manufacture, possess, sell, deliver, distribute, dispense, and lawfully dispose of reasonable quantities, as established by department rule, of low-THC cannabis, medical cannabis, or a cannabis delivery device. For purposes of this subsection, the terms "manufacture," "possession," "deliver," "distribute," and "dispense" have the same meanings as provided in s. 893.02.

(c) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, an approved independent testing laboratory may possess, test, transport, and lawfully dispose of low-THC cannabis or medical cannabis as provided by department rule.

(d) An approved dispensing organization and its owners, managers, and employees are not subject to licensure or regulation under chapter 465 or chapter 499 for manufacturing, possessing, selling, delivering, distributing, dispensing, or lawfully disposing of reasonable quantities, as established by department rule, of low-THC cannabis, medical cannabis, or a cannabis delivery device.

(e) An approved dispensing organization that continues to meet the requirements for approval is presumed to be registered with the department and to meet the regulations adopted by the department or its successor agency for the purpose of dispensing medical cannabis or low-THC cannabis under Florida law. Additionally, the authority provided to a dispensing organization in s. 499.0295 does not impair the approval of a dispensing organization.

(f) This subsection does not exempt a person from prosecution for a criminal offense related to impairment or intoxication resulting from the medical use of low-THC cannabis or medical cannabis or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

B. Section 14(1), ch. 2017-232, as amended by s. 41, ch. 2019-116, “[i]n order to implement Specific Appropriations 467, 468, and 474 of the 2019-2020 General Appropriations Act,” provides that:

“(1) EMERGENCY RULEMAKING.—

“(a) The Department of Health and the applicable boards shall adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, and this section necessary to implement ss. 381.986 and 381.988, Florida Statutes. If an emergency rule adopted under this section is held to be unconstitutional or an invalid exercise of delegated legislative authority, and becomes void, the department or the applicable boards may adopt an emergency rule pursuant to this section to replace the rule that has become void. If the emergency rule adopted to replace the void emergency rule is also held to be unconstitutional or an invalid exercise of delegated legislative authority and becomes void, the department and the applicable boards must follow the nonemergency rulemaking procedures of the Administrative Procedures Act to replace the rule that has become void.

“(b) For emergency rules adopted under this section, the department and the applicable boards need not make the findings required by s. 120.54(4)(a), Florida Statutes. Emergency rules adopted under this section are exempt from ss. 120.54(3)(b) and 120.541, Florida Statutes. The department and the applicable boards shall meet the procedural requirements in s. 120.54(4)(a), Florida Statutes, if the department or the applicable boards have, before July 1, 2019, held any public workshops or hearings on the subject matter of the emergency rules adopted under this subsection. Challenges to emergency rules adopted under this subsection are subject to the time schedules provided in s. 120.56(5), Florida Statutes.

“(c) Emergency rules adopted under this section are exempt from s. 120.54(4)(c), Florida Statutes, and shall remain in effect until replaced by rules adopted under the nonemergency rulemaking procedures of the Administrative Procedures Act. Rules adopted under the nonemergency rulemaking procedures of the Administrative Procedures Act to replace emergency rules adopted under this section are exempt from ss. 120.54(3)(b) and 120.541, Florida Statutes. By July 1, 2020, the department and the applicable boards shall initiate nonemergency rulemaking pursuant to the Administrative Procedures Act to replace all emergency rules adopted under this section by publishing a notice of rule development in the Florida Administrative Register. Except as provided in paragraph (a), after July 1, 2020, the department and applicable boards may not adopt rules pursuant to the emergency rulemaking procedures provided in this section.”

C. Section 42, ch. 2019-116, provides that “[t]he amendment to s. 14(1) of chapter 2017-232, Laws of Florida, by this act expires July 1, 2020, and the text of that subsection shall revert to that in existence on June 30, 2019, except that any amendments to such text enacted other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of text which expire pursuant to this section.” Effective July 1, 2020, s. 14(1), ch. 2017-232, as amended by s. 42, ch. 2019-116, will read:

“(1) EMERGENCY RULEMAKING.—

“(a) The Department of Health and the applicable boards shall adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, and this section necessary to implement ss. 381.986 and 381.988,

Florida Statutes. If an emergency rule adopted under this section is held to be unconstitutional or an invalid exercise of delegated legislative authority, and becomes void, the department or the applicable boards may adopt an emergency rule pursuant to this section to replace the rule that has become void. If the emergency rule adopted to replace the void emergency rule is also held to be unconstitutional or an invalid exercise of delegated legislative authority and becomes void, the department and the applicable boards must follow the nonemergency rulemaking procedures of the Administrative Procedures Act to replace the rule that has become void.

“(b) For emergency rules adopted under this section, the department and the applicable boards need not make the findings required by s. 120.54(4)(a), Florida Statutes. Emergency rules adopted under this section are exempt from ss. 120.54(3)(b) and 120.541, Florida Statutes. The department and the applicable boards shall meet the procedural requirements in s. 120.54(a), Florida Statutes, if the department or the applicable boards have, before [June 23, 2017], held any public workshops or hearings on the subject matter of the emergency rules adopted under this subsection. Challenges to emergency rules adopted under this subsection are subject to the time schedules provided in s. 120.56(5), Florida Statutes.

“(c) Emergency rules adopted under this section are exempt from s. 120.54(4)(c), Florida Statutes, and shall remain in effect until replaced by rules adopted under the nonemergency rulemaking procedures of the Administrative Procedures Act. By January 1, 2018, the department and the applicable boards shall initiate nonemergency rulemaking pursuant to the Administrative Procedures Act to replace all emergency rules adopted under this section by publishing a notice of rule development in the Florida Administrative Register. Except as provided in paragraph (a), after January 1, 2018, the department and applicable boards may not adopt rules pursuant to the emergency rulemaking procedures provided in this section.”

²**Note.**—Section 39, ch. 2019-116, amended subsection (17) “[i]n order to implement Specific Appropriations 467, 468, and 474 of the 2019-2020 General Appropriations Act.”



Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

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: 2/20/2020
SUBJECT: Set Executive Session

BACKGROUND:

From time to time an executive session is necessary to address legal issues.

DISCUSSION:

The City Attorney is asking that the City Council schedule an executive session for 4:40 pm on March the 5th, 2020 to discuss several legal issues facing the City.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

To be discussed at the meeting.

RECOMMENDED ACTION

Staff respectfully requests City Council set the executive session as requested.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: February 24, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Elizabeth Roy, City Clerk
DATE: 2/20/2020
SUBJECT: Discussion of City Manager Evaluation

BACKGROUND:

The City Manager has now been in his position for 1 Year.

The City Council is the evaluating body for the City Manager Position.

DISCUSSION:

The City Clerk's office has requested copies of several cities' City Manager/Charter officer evaluations, also requested how that evaluation is handled in other cities.

The consensus received is that the City Council is provided an evaluation form, with a date to be returned to the City Clerk.

The City Clerk then combines the responses from the City Council.

The evaluation is then given in a public meeting of the City Council.

Our office will be providing the Council members with a hard and electronic copy of the evaluation form by February 27th

Our office asks that these be returned by March 11th.

Our office is asking that the Council approve a special meeting on Monday, March 23rd at 5:30 PM, just prior to the regular City Council meeting for the presentation of the evaluation.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no additional financial impact to the City of Crestview.

RECOMMENDED ACTION

Staff respectfully requests the the City Council approve the timeline and special meeting request as presented.

Attachments

None