



CITY OF CRESTVIEW

OFFICE OF THE CITY CLERK

P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536

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

November 9, 2020

6:00 PM

Council Chambers

REGULAR COUNCIL MEETING

The Public is invited to view our meetings on the City of Crestview Live stream a at <https://www.cityofcrestview.org> or the City of Crestview Facebook Page. You may submit questions on any agenda item in advance (by 3:00 PM the day of the meeting, please) to cityclerk@cityofcrestview.org.

1. Call to Order

2. Invocation, Pledge of Allegiance

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

6. Consent Agenda

6.1. Temporary Construction Easement on Crab Apple Ave and Antioch Rd for I-10 Interchange

6.2. FDOT - Utility Work Agreement for I-10 Interchange

6.3. Magnolia Creeks Subdivision Memorandum of Understanding

6.4. Memorandum of Understanding for the Redstone/Brookmeade Intersection

6.5. Approval of the Minutes from the October 12, 2020 City Council Meeting and the October 19, 2020 Special Council Meeting.

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Ordinance 1790 - Zoning Map Amendment

8.2. Ordinance 1791 - Comp Plan & Future Land Use Map Amendments

9. Resolutions

9.1. Resolution 2021-02 Amending the Comprehensive Fee Schedule

10. Action Items

10.1. Police and Fire CARES Act purchases

10.2. Interlocal Agreement between Okaloosa County and the City of Crestview for Utility Relocation, Land Exchanges and Vacation of right-of-way for the Southwest Crestview Bypass Project.

10.3. ITB Approval for Communications Servers

10.4. Request to purchase 475 Brookmeade Drive

11. City Clerk Report

12. City Manager Report

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

Note: The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action 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: November 9, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk
DATE: 11/4/2020
SUBJECT: Temporary Construction Easement on Crab Apple Ave and Antioch Rd for I-10 Interchange

BACKGROUND:

The FDOT is in the process of bidding out the design on the new I-10 Interchange at Antioch Rd. This project will require the removal of existing and installation of new water and sewer utility lines. The project also requires the realignment of PJ Adams, Antioch Rd, and Whitehurst Ln.

DISCUSSION:

This agreement for a Temporary Construction Easement (TCE) is for the two areas that the intersection of PJ Adams and Crab Apple Ave and PJ Adams and Antioch Rd (see attached map). These areas are needed as an easement for any required utility cuts and patching road cuts. Area 703 also has the potential for the realignment of Antioch Rd to form an intersection at Crab Apple. However as the Design/Built contract as not been gone to bid the plans have not been finalized. Area 701 is also for the realignment of the new right-of-way of Antioch Rd.

GOALS & OBJECTIVES

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

Infrastructure- Satisfy current and future infrastructure needs

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

There is no cost associated with the TCE agreement. Any road work will be done and repaired by the construction contractor.

This work also falls under the FDOT scheduled work which is funded through federal dollars, no matching or required funding from the City for this portion of the improvements.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the TCE agreement to insure the I-10 Intersection project remains on schedule.

Attachments

1. DOT- TCE Agreement



Florida Department of Transportation

RON DESANTIS
GOVERNOR

Office of Right of Way
1074 Highway 90 East
Chipley, FL 32428-0607

KEVIN J. THIBAUT, P.E.
SECRETARY

Donation of Property to the Florida Department of Transportation

City of Crestview,
a Municipality of the State of Florida
198 North Wilson Street
Crestview, FL 32536

ITEM/SEGMENT NO.:	4079185
MANAGING DISTRICT:	3
F.A.P. NO.:	D320 012 B
STATE ROAD NO.:	8
COUNTY:	Okaloosa
PARCEL NO.:	703
INTEREST CONVEYED:	Temporary Easement

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

City of Crestview

Type or Print Property Owner's Name

198 North Wilson Street

Street Address

Crestview, FL 32536

City, State, Zip Code

Date



Florida Department of Transportation

**INSTRUCTIONS FOR COMPLETION OF THE
DONATION OF PROPERTY TO THE
FLORIDA DEPARTMENT OF TRANSPORTATION (FORM 575-030-12)**

This form should be printed on official DOT letterhead.

DATE AND INSIDE ADDRESS: Space is provided for a date and inside address of the property owner.

PROJECT/PARCEL INFORMATION: The following information can be located in the legal documents and Right of Way map for each project and is required on official Department forms:

Item/Segment No.
Managing District
F.A.P. No.
State Road No.
County
Parcel No.

OWNER'S SIGNATURE BLOCK: The owner must sign and provide an address and date before the Department can accept the donation.

ORIGINAL: Parcel File

COPIES: Owner(s)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, FL 32428

KEVIN J. THIBAUT, P.E.
SECRETARY

NOTICE TO OWNER

City of Crestview,
a Municipality of the State of Florida
198 North Wilson Street
Crestview, FL 32536

ITEM/SEGMENT #:	4079185
MANAGING DISTRICT:	03
F.A.P. #:	D320 012 B
STATE ROAD #:	SR 8
COUNTY:	Okaloosa
PARCEL #:	0703

Dear City of Crestview,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

SR 8 (I-10) Interchange West of Crestview, Okaloosa County, Florida

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Right of Way Map Sheet / Legal Description

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

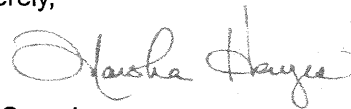
You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether or not we reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

Marsha Hayes
P. O. Box 796
836 Hayes Lane
Chipley, FL 32428
(888) 638-5411

Sincerely,



Clay Saunders
District Right of Way Manager
By: Marsha Hayes, SR/WA
Hayes Consulting Services, LLC

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
Acquisition Process Pamphlet
CC: Records Management

Received by: _____

Certified Mail Number: _____

Date: 10/1/2020

QUESTIONNAIRE

ITEM/SEGMENT NO: 4079185
MANAGING DIST: 03
F.A.P. NO: D320 012 B
STATE ROAD NO: SR 8
COUNTY: Okaloosa
PARCEL NO: 0703
ATTENTION:

Dear Property Owner:

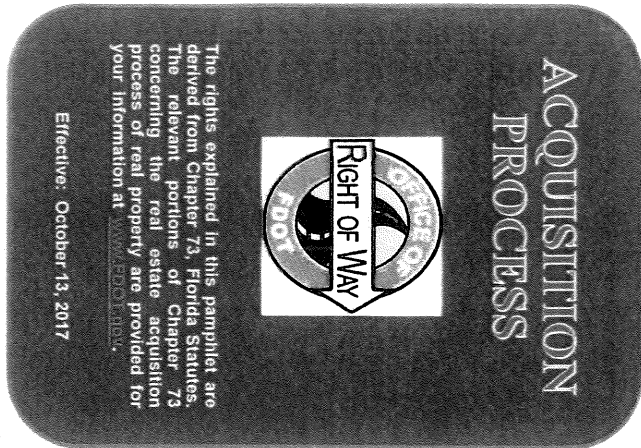
Please provide the following information and mail to this office.

1. Are you the owner of the property identified above? _____
2. I have sold all _____ or part _____ of the property to:
Name: _____
Address: _____
Approximate Date Sold: _____
3. Other than my spouse, I share ownership of this property with:
Name: _____
Address: _____
Telephone No.: _____
4. Please list the appropriate contact person for this property:
Name and Title: _____
Address: _____
Telephone No.: _____
5. Is there an ongoing business on this site? _____
6. If yes, who owns the business?
Name: _____
Address: _____
Telephone No.: _____
7. Additional Comments: _____

Property Owner's Signature

Printed Name and Title

Date



The Florida Department of Transportation's (FDOT) mission is to provide a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity and preserves the quality of our environment and communities.

To accomplish our mission, sometimes it is necessary for us to acquire private property. Because you are the owner of property that will be needed for a transportation facility, we have prepared this pamphlet to briefly explain our acquisition process as well as your rights and options.

PROPERTY/PROJECT INFORMATION LETTER

We will provide a letter that includes information about the property we are seeking to acquire, no later than the time we make you a written offer to purchase your property. This letter will explain the nature of the transportation project and will describe the portion of your property we need to acquire.

We will also provide a point of contact for you located within the Office of Right of Way.

PROPERTY APPRAISAL

Prior to making an offer to purchase your property, a real estate appraiser or other real estate expert will contact you to arrange an onsite inspection of the property.



We encourage you to be present during the inspection and to provide any information which might affect the value of your property. Should you choose to obtain your own appraisal and share this opinion with us, the opinion will be considered during the negotiation process. Additionally, FDOT will reimburse you for reasonable costs of obtaining real estate appraisers or other experts' services to assist you with assessing the value of the property we are acquiring.

OFFER TO PURCHASE



Our offer to purchase your property will be made in writing to you either in person or by certified mail and will not be less than the amount we have determined to be the fair market value of the property.

After you have reviewed our offer, you may choose to make a counteroffer. If you do so, we will consider your counteroffer and will seek to arrive at a mutually agreeable purchase price.

OWNER REPRESENTATIVE & CONDEMNATION

You may designate someone to represent you during negotiations and we will work with your representative to resolve any issues. If you choose to be represented by an attorney licensed to practice law in Florida, you will be reimbursed for reasonable fees paid to the attorney. However, the amount of fees paid by FDOT may be limited by law.

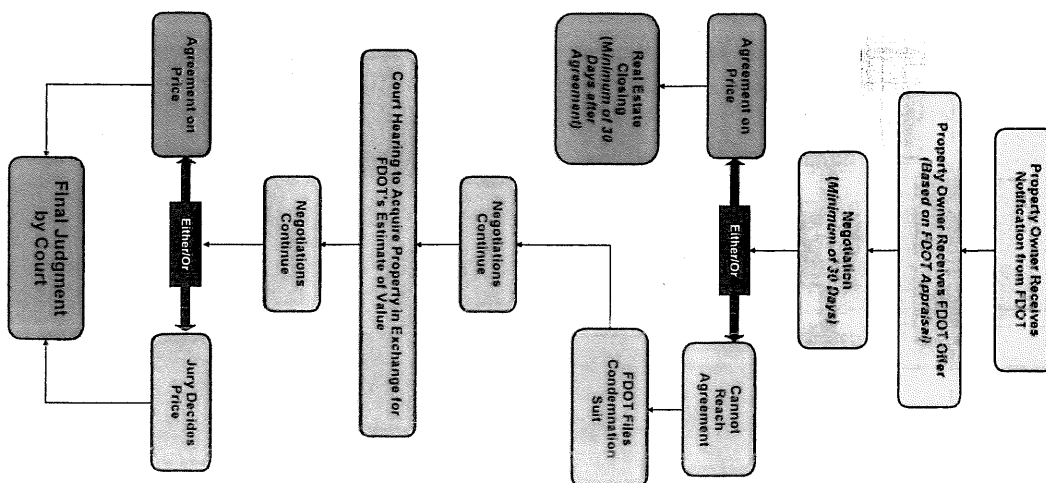
If we are unable to reach a mutually agreeable purchase price, we may choose to file a condemnation action, which will not occur less than 30 days from the date we make our written offer to purchase. But, FDOT will continue to negotiate with you or your representative throughout the litigation process.

FDOT CONTACT INFORMATION

If you would like copies of the appraisal, right of way maps or construction plans, we will provide the documents within 15 days of your request. However, some of the documents may not be complete at the time of your request, but we will either inform you of when we will provide the completed version of the requested information or provide you the most recent information available.

Please feel free to contact us if you have additional questions or if you need more information about the project or the acquisition process.

DISTRICT	COUNTIES IN THE DISTRICT	TELEPHONE #
1	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okaloosa, Polk & Sarasota	(889) 519-2401
2	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, Suwannee, St. Johns, Taylor & Union.	(386) 758-3743
3	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Walton, & Washington	(850) 330-1250
4	Broward, Palm Beach, Martin, St. Lucie & Indian River	(954) 777-4242
5	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter & Volusia	(386) 945-5087
6	Miami-Dade & Monroe	(305) 470-5150
7	Citrus, Hernando, Hillsborough, Pasco & Pinellas	(813) 975-8722
Tumpline	Any county on Florida's Tumpline	(407) 254-3436



08-TE.13-11/00

May 27, 2020

This instrument prepared by,
or under the direction of,


Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by,
Tracy Barbee

Parcel	703.1
Item/Segment No.	4079185
Managing District	3
S.R. No.	8 (I-10)
County	Okaloosa

TEMPORARY EASEMENT

THIS EASEMENT made this _____ day of _____, 20____, by the CITY OF CRESTVIEW, a municipality of the State of Florida, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, its successors and assigns, grantee.

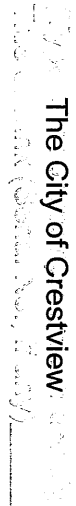
WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of constructing the project according to current construction plans in, upon, over and through the following described land in Okaloosa County, Florida, described as follows, viz:

All rights and interest of Crestview, Florida, in and to the existing right of way of dedicated and used State Road No. 8 (I-10), and the existing right of way of a portion of the dedicated or maintained street Crab Apple Avenue, located in Section 36, Township 3 North, Range 24 West, Okaloosa County, Florida, and lying within the required (temporary) right of way as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map, F.P. No. 4079185, State Road No. 8 (I-10), as filed in F.D.O.T. District 3 Office, Chipley, Florida.

IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this transportation project, but no later than the last day of _____, 20____.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____

The City of Crestview, Florida

Its City Clerk

By: _____

Its Mayor

STATE OF FLORIDA

COUNTY OF OKALOOSA

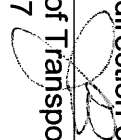
The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

Affix Seal

(Type/print or stamp name under signature)
Title or rank (Serial No., if any) _____

May 27, 2020

This instrument prepared by,
or under the direction of,


Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel 703.1
Item/Segment No. 4079185
Managing District 3
S.R. No. 8 (I-10)
County Okaloosa

R E S O L U T I O N

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 8 (I-10), Financial Project No. 4079185, in Okaloosa County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Crestview, Florida be used temporarily by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the City: and _____

WHEREAS, the State of Florida Department of Transportation has requested that said City grant the State of Florida Department of Transportation permission to construct the project according to current construction plans and said request has been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Crestview, Florida, that the request of the State of Florida Department of Transportation to construct the project according to current construction plans is granted, being for transportation purposes which are in the public or community interest and for the public welfare.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

CITY OF CRESTVIEW

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of Crestview, Florida at a meeting held on the ____ day of _____, 20____.

Clerk
Board of City Commissioners
Crestview, Florida



Staff Report

CITY COUNCIL MEETING DATE: November 9, 2020

TYPE OF AGENDA ITEM: Purchase / Contract

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk
DATE: 11/4/2020
SUBJECT: FDOT - Utility Work Agreement for I-10 Interchange

BACKGROUND:

The Florida Department of Transportation (FDOT) is in the process of bidding out the design on the new I-10 Interchange at PJ Adams. This project will require the removal of existing and installation of new water and sewer utility lines. The project also requires the realignment of PJ Adams, Antioch Rd, and Whitehurst Ln.

DISCUSSION:

This agreement is a FDOT Utility Work By Highway Contractor Agreement. This will allow the FDOT's contractor to relocate the City of Crestview's water and sewer lines within the I-10 Interchange project's limits. The FDOT and the City reviewed the existing utility plan and estimated pipe lengths and cost. The I-10 Interchange project has not gone out to bid so the plans are not complete.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Infrastructure- Satisfy current and future infrastructure needs

FINANCIAL IMPACT

From the current plans the cost of relocation for the existing water and sewer lines was estimated to be \$867,150.00. This cost will be covered by the FDOT and paid to the FDOT's contractor to relocate the existing utilities.

There is no cost to the city for relocation. If there are substantial changes to the plan set a new Utility Work Agreement will be made.

This cost does not include any utility upgrades or improvements. However, Public Services does not currently have plans to upgrade any utilities within the project limits.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the FDOT Utility Work By Highway Contractor Agreement to insure the I-10 Intersection project remains on schedule.

Attachments

1. 407918-5 City of Crestview UWHC Agreement (At FDOT Expense)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RESOLUTION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (AT FDOT EXPENSE)

Financial Project ID: 407918-5-56-02	Federal Project ID: Funded
State Road No.: 8	County/Section No.: Okaloosa
State Job No.:	District Document No.:

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the City of Crestview, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Utility Work by Highway Contractor Agreement (At FDOT Expense), hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That **(Name) J.B. Whitten (Title) Mayor** be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

ON MOTION of _____ seconded by _____, the above Resolution was introduced and passed by the UAO on the ____ day of _____, year of _____.

NAME: _____

Title: Mayor _____

ATTEST: _____

Title: City Clerk _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

Financial Project ID: 407918-5-56-02	Federal Project ID: Funded
County: Okaloosa	State Road No.: 8
District Document No:	
Utility Agency/Owner (UAO): CITY OF CRESTVIEW	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **CITY OF CRESTVIEW**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as New SR 8 (I-10) Interchange West of Crestview, State Road No.:8, hereinafter referred to as the "Project"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

WHEREAS, the **FDOT**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

- a. **UAO** shall prepare a final engineering design, plans, technical special provisions, and a cost estimate for the Utility Work (hereinafter referred to as the Plans Package) on or before N/A, year of N/A.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.
- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including, but not limited to, all clearing and grubbing, survey work, and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Design Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Design Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

Developmental Specifications of the **FDOT** for the Project.

- f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages: N/A. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.
- g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.
- h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all time be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.
- i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: N/A. These exceptions shall be handled by separate arrangement.
- j. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.
- k. Upon completion of the Utility Work, the Facilities, shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit TBD.
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).
- l. The cost of any design work performed pursuant to this paragraph 1 shall be reimbursed by a separate agreement.
- m. As part of the final submittal of the Plans Package, the **UAO** shall also submit an estimate of the amount of the cost of the Utility Work that should be paid for by the **UAO**, hereinafter referred to as the **UAO** Participating Amount. The determination of that amount shall be based on the credit required for any increase in the value of the new Facility and for any salvage derived from the old Facility. These credits shall be determined as follows:
 - (1) Increase in value credit.
 - (a) Expired Service Life. If an entirely new Facility is constructed and the old Facility retired, credit for the normally-expected service life of the old Facility applies.
 - (b) Upgrading. A percentage of the total cost of the Relocation Work, based on the extent of the betterment obtained from the new Facilities will be applied.
 - (2) Salvage Value. The **FDOT** shall receive fair salvage value credit for any salvage which will become available to the **UAO** as a result of the Utility Work.

The submittal shall show the calculation of the **UAO** Participating Amount in detail for each of the credits required above. The **FDOT** shall review the calculations and advise the **UAO**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

of any objections. In the event that the parties cannot come to an agreement as to the **UAO** Participating Amount, the **FDOT's** determination of the amount shall prevail.

2. Performance of Utility Work

- a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.
- c. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package except for the following activities:
N/A
and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by the **FDOT**.
- d. Except for the inspection, testing, monitoring and reporting to be performed by the **UAO** in accordance with Subparagraph 2. c., the **FDOT** will perform all contract administration for its construction contract.
- e. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.
- f. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.
- g. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. Cost of Utility Work

- a. Except as otherwise provided herein, the **FDOT** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **UAO**. The **FDOT** shall not be responsible for the cost of delays caused by such adjustments or changes to the extent they are attributable to the **UAO** pursuant to Subparagraph 4.a.
- b. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the **UAO** Participating Amount, determined in accordance with Subparagraph 1.m. hereof.
- c. At least N/A (N/A) days prior to the date on which the **FDOT** advertises the Project for bids, the **UAO** will pay to the **FDOT** the **UAO** Participating Amount.
- d. If the **UAO's** percentage contribution to the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work (calculated by dividing the **UAO's** Participating Amount by the amount of the **FDOT's** official estimate) exceeds the amount of the deposit made pursuant to Subparagraph c. above, then the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total percentage contribution of the **UAO**. If said

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

portion of the bid is less than the amount on deposit, the excess deposit shall be returned to the **UAO** in accordance with Section 215.422, Florida Statutes.

- e. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work.
- f. Payment of the funds pursuant to this paragraph will be made (choose one):
 - ☐ directly to the **FDOT** for deposit into the State Transportation Trust Fund.
 - ☐ as provided in the attached Three Party Escrow Agreement between the **UAO**, the **FDOT**, and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the Department of Financial Services and **FDOT** Comptroller's Office prior to execution of this agreement.
- g. Upon final payment to the contractor, the **FDOT** intends to have its final and complete billing of all costs incurred in connection with the Utility Work within three hundred sixty (360) days. All cost records and accounts shall be subject to audit by a representative of the **UAO** within three (3) years after final close out of the Project.

4. Claims Against UAO

- a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans Package. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by **UAO**. In the event of a breach of this Agreement by **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

respond to information requests of the **FDOT** or other permittees using or seeking use of the right of way.

- e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the out of service Facilities would have qualified for reimbursement only under Section 337.403(1)(a), Florida Statutes, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. In the event that the out of service Facilities would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the **FDOT** as though it had not been placed out of service. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (6) Pursue any other remedies legally available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

- (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.
 - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

9. Miscellaneous

- a. Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.
- c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

If to the **UAO**:

Mr. Wayne Steele, Director of Public Services

715 N. Ferdon Blvd.

Crestview, FL 32536

If to the **FDOT**:

Mr. John MacDonald, P.E., Area Utility Manager

2114 Airport Blvd., Suite 1450

Pensacola, FL 32504

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes To Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: CITY OF CRESTVIEW

BY: (Signature)

DATE: _____

(Typed Name: J.B. Whitten)

(Typed Title: Mayor)

Recommend Approval by the District Utility Office

BY: (Signature)

DATE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

FDOT Legal review

BY: (Signature)

DATE: _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature)

DATE: _____

(Typed Name: Tim Smith, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

UTILITY WORK ESTIMATE**FDOT PROJECT INFORMATION**

Financial Project ID: 407918-5-56-02	Federal Project ID: Funded
State Road Number: 8	County: Okaloosa
FDOT Plans Dated: 1-20-20	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: City of Crestview	Job No. or Work Order No.:
UAO Project Rep: Wayne Steele	Phone: 850-682-6132 E-mail: steele@cityofcrestview.org
UAO Field Rep: Kyle Lusk	Phone: 850-826-0686 E-mail: kylelusk@cityofcrestview.org

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost (\$)	Overhead (%) (Must use "%" or "." i.e. 10% or .10)	Item Cost + Overhead (\$)
Preliminary Engineering			0
Right of Way Acquisition			0
Construction Engineering			0
Construction Labor	\$867,150.00		\$867,150.00
Materials and Supplies			0
Transportation & Equipment			0
Contract Construction			0
Miscellaneous Expenses			0
Total Cost Estimate =>			\$867,150.00

SECTION B: DEDUCTIONS

Item	Item Value (\$)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	0

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	\$867,150.00
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	\$867,150.00

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

UAO Rep. <u>Wayne Steele</u> Name <u>Wayne Steele</u> Title <u>Director of Public Services</u>	Date <u>10</u> / <u>15</u> / <u>2020</u>
--	--



Staff Report

CITY COUNCIL MEETING DATE: November 9, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Gis, Trae Duley, Planning Administrator
DATE: 11/4/2020
SUBJECT: Magnolia Creeks Subdivision Memorandum of Understanding

BACKGROUND:

This Memorandum of Understanding is associated with the Magnolia Creeks Subdivision project. It will be located at the south end of Steeplechase Drive.

DISCUSSION:

The construction plans and preliminary plat for this project have been reviewed and approved by the appropriate City technical staff, as per Chapter 3 of the Land Development Code.

City Council approval and subsequent signatures from the Mayor and City Clerk are required for the attached Memorandum of Understanding regarding Magnolia Creeks, LLC's financial contributions to proposed City traffic improvements.

Approval of this Memorandum of Understanding is required prior to issuance of a development order for this project.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

Infrastructure- Satisfy current and future infrastructure needs

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

The project owner (Magnolia Creeks, LLC) shall pay the City \$36,500. This is the estimated construction costs for the proposed intersection improvements at the east side of the Hospital Drive

and Highway 85 intersection and new traffic signal installation.

RECOMMENDED ACTION

Staff respectfully requests the approval of the Memorandum of Understanding for the Magnolia Creeks Subdivision project.

Attachments

1. Magnolia Creeks LLC MOU

MEMORANDUM OF UNDERSTANDING

November 3rd, 2020

Subject: **Magnolia Creeks, LLC**
City of Crestview & Magnolia Creeks, LLC

Based upon the Magnolia Creeks, LLC, City of Crestview Public Services Department comments dated February 27, 2020 and the subsequent meetings and discussions with the City of Crestview Staff, this Memorandum of Understanding is in reference to the proposed Magnolia Creeks Subdivision and has been provided with the following acknowledgements:

- The City of Crestview is building offsite improvements being further defined as all intersection improvements for the east side of the Hospital Dr and Highway 85 intersection.
- These improvements include but are not limited to: grading, striping, expanding the road base, widening the road and installation of a concrete median.
- Magnolia Creeks LLC shall participate in a cost not to exceed in the total amount of \$36,500.00 to be held in escrow by the City of Crestview. The obligation to deposit the money in escrow and participate shall not occur until the East-West Connector and Highway 85 intersection construction begins with the installation of the new Traffic Signal or the DO for Magnolia Creeks Phase 3 is given, whichever happens first. This obligation in the amount of \$36,500 is the total amount of off-site improvement costs for all of Magnolia Creeks LLC.

City of Crestview

Magnolia Creeks, LLC

BY: J.B. Whitten, Mayor

BY: Richard S. Johnson, Manager

Elizabeth M. Roy, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: November 9, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk
DATE: 11/4/2020
SUBJECT: Memorandum of Understanding for the Redstone/Brookmeade Intersection

BACKGROUND:

The original Memorandum Of Understanding with Shoal River Landing Subdivision dated 01/16/2019 has changed. Originally it was to be completed in sequence of the Development Order for the Subdivision. It is being changed due to difficulties obtaining the required right of way at the intersection of Brookmeade Drive and Redstone Avenue.

DISCUSSION:

This addendum to the MOU between D.R. Horton and the City is to satisfy the conditions of the MOU by providing a payment of \$41,000 to be held and used by the City for the design of the East Redstone Ave and Brookmeade Drive intersection improvement. All other provisions of the MOU shall remain unchanged.

GOALS & OBJECTIVES

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

Infrastructure- Satisfy current and future infrastructure needs

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

D.R. Horton will pay the city \$41,000 to complete the design on the intersection improvements.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the MOU Addendum for the Shoal River Landing Subdivision.

Attachments

1. Shoal River Landing MOU Addendum

Addendum to Memorandum of Understanding

October 01, 2020

Subject: Memorandum of Understanding- Dated January 16,2019
Redstone Avenue East Traffic Improvements
Shoal River Landing Subdivision
City of Crestview & DR Horton

This Addendum to the Memorandum of Understanding dated January 16, 2019, between the parties memorializes the satisfaction of D.R. Horton's condition in the above referenced MOU to design and permit a traffic roundabout at the intersection of Redstone Avenue East and Broomeade Drive, by providing a payment in the amount of Forty One Thousand and No/100 Dollars (\$41,000.00) to be held and used by the City of Crestview for the final design of the Redstone Avenue East and Brookmeade Drive intersection roundabout.

All other provisions of the Memorandum of Understanding dated January 16, 2019, not inconsistent with this Addendum to Memorandum of Understanding, shall remain unchanged and binding on the parties.

City of Crestview

D.R. Horton, Inc.

By: J. B. Whitten , Mayor


By: D. Joel Coleman, Assistant Vice President, NGC

City of Crestview

By: Elizabeth M. Roy, City Clerk

MEMORANDUM OF UNDERSTANDING

January 16, 2019

Subject: **Redstone Avenue East Traffic Improvements
Shoal River Landing Subdivision
City of Crestview & DR Horton**

Based upon the Shoal River Landing City of Crestview Public Services comments dated July 30, 2018 and the subsequent meeting with Public Services on October 25, 2018, this Memorandum of Understanding in reference to the Redstone Avenue East Traffic Improvements has been provided with the following acknowledgements:

- Whereas, the STS Traffic Operational Analysis dated 07/31/18 indicates a "WB Thru/Right After Queue Length 95%" of 692' for the SR 85 at Redstone Avenue Intersection due to the projected PM Peak Hour Trips generated by all three (3) phases of the Shoal River Landing Subdivision project.
- Whereas, the STS Traffic Operational Analysis dated 07/31/18 indicates a degradation in the Level of Service (LOS) at the Redstone Avenue East and Brookmeade Drive intersection due to the projected PM Peak Hour Trips generated by all three (3) phases of the Shoal River Landing Subdivision project.
- Whereas, D.R. Horton, Inc. has stated their intent to design and construct an extension of the existing Redstone Avenue East Westbound/Thru Turn Lane from its current location to 692' from the intersection of SR 85 and Redstone Avenue East or other improvement of similar value as agreed upon by City of Crestview and DR Horton, Inc.
- Whereas, D.R. Horton, Inc. has stated their intent to design and permit a traffic roundabout at the intersection of Redstone Avenue East and Brookmeade Drive and provide funding to the City of Crestview for the striping and signage associated with the project at the time of construction.
- Whereas, the City of Crestview will review and approve the Redstone Avenue East Westbound/Thru Turn Lane Extension Plans and Redstone Avenue East and Brookmeade Drive Roundabout Plans.
- Whereas, as a condition of the Development Order, the City of Crestview will require DR Horton, Inc. to provide the design and construction of the Redstone Avenue East Eastbound Westbound/Thru Turn Lane Extension and the design, permitting, and funding of the striping and signage associated with the Redstone Avenue East and Brookmeade Drive intersection roundabout.

In due consideration of the above acknowledgements, D.R. Horton agrees to provide the design and permitting of the Redstone Avenue East and Brookmeade Drive roundabout project prior to the recording of the Shoal River Landing Subdivision Phase I Plat. D.R. Horton agrees to provide the design and construction of the Redstone Avenue East Eastbound Westbound/Thru Turn Lane Extension prior to the issuance of any Certificates of Occupancy (COs) associated with the Shoal River Landing Subdivision project. D.R. Horton agrees to provide the funding to the City of Crestview for the striping and signage associated with the Shoal River Landing Subdivision project at the time of construction by the City of Crestview.

City of Crestview



BY: David Cadle, - Mayor



Elizabeth M. Roy, City Clerk

D.R. Horton, Inc.



BY: D. Joel Coleman - Assistant Vice President, NGC



Staff Report

CITY COUNCIL MEETING DATE: November 9, 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: 10/29/2020
SUBJECT: Approval of the Minutes from the October 12, 2020 City Council Meeting and the October 19, 2020 Special Council Meeting.

BACKGROUND:

Minutes are presented for approval in regular or special City Council or CRA meetings.

DISCUSSION:

Minutes are accomplished as soon as possible after any meeting of the City Council or CRA Board

Council and CRA members are requested to send any corrections to the City Clerk prior to the meeting so any corrections can be made.

Any amended minutes will be presented in the meeting for approval.

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

FINANCIAL IMPACT

There is no financial impact to the City.

RECOMMENDED ACTION

Staff respectively requests that the Council approve the minutes October 12, 2020 regular council meeting and the October 19, 2020 special council meeting

Attachments

1. 10.19.2020 Draft minutes
2. 10.12.2020 Draft Minutes

City Council Minutes
Special City Government Week Meeting
October 19, 2020
6:00 PM
Warriors Hall

1. Call to Order

The Special Meeting of the Crestview City Council was called to order at 6:00 P.M. by the Honorable Mayor JB Whitten. Present were: Mayor Pro Tem Shannon Hayes, Council members Andrew Rencich, Harry LeBoeuf, and Cynthia Brown. Mr. Joe Blocker was absent. Also present were the City Manager Tim Bolduc, City Clerk Elizabeth Roy, City Attorney Jon Holloway, and staff members. The Meeting this evening was held in Warriors Hall as a part of City Government Week. The Mayor explained to those present that he would be explaining the agenda as the meeting proceeded, for those who may not be familiar with the City Council agenda format.

2. Invocation, Pledge of Allegiance

The invocation was led by Police Chaplain Rev. Mark Broadhead, and the pledge of Allegiance was led by Boy Scouts from Troop 30.

3. Open Policy Making and Legislative Session

The Mayor asked each department head, City manager, city attorney, city clerk, and council member to introduce themselves, then he introduced the current Citizen of the Year Kadance Fredrickson and asked her to tell those in attendance her story.

4. Approve Agenda

A motion was made by Andrew Rencich to Approve the agenda. Seconded by Harry LeBoeuf, vote 4 yeas and 0 nays, motion carried.

5. Consent Agenda

A motion was made by Shannon Hayes to Approve the consent agenda as presented. Seconded by Cynthia Brown, vote 4 yeas and 0 nays, motion carried.

5.1. Library Interlocal Agreement

5.2. Approval of the Minutes from the September 8, 2020 Tentative Budget Hearing, the September 14, 2020 regular council meeting, the September 28, 2020 Final Budget Hearing and the September 28, 2020 regular council meeting

6. Resolutions

6.1. Resolution 2021-01

The City Manager asked that the City Clerk to read the Resolution, then presented the Resolution information to the City Council and

City Clerk Elizabeth Roy read the Resolution by Title:

RESOLUTION 2021-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, ADOPTING THE CITY OF CRESTVIEW EMERGENCY OPERATIONS PLAN, THE CITY OF CRESTVIEW HURRICANE PLAN, AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Andrew Rencich to adopt Resolution 2021-1. Seconded by Shannon Hayes, vote 4 yeas and 0 nays, motion carried.

7. Action Items

7.1. Electronic Controller Bid

A motion was made by Shannon Hayes to Approve the city manager to negotiate for door lock services, Seconded by Harry LeBoeuf, vote 4 yeas and 0 nays, motion carried.

8. City Clerk Report

8.1. Announcement of upcoming events

City Clerk highlighted coming events in the downtown area and explained the Charter amendment display in the Hall

9. City Manager Report

Mr. Bolduc introduced Department heads and highlighted accomplishments over the last year of same

10. Presentations and Reports

10.1. Introduction of local organizations

Mayor Whitten and elected officials introduced local organizations present and asked that a representative give a short explanation of their group. Mr. Bolduc presented for Mr. Blocker who was absent. (a complete list of the organizations is attached)

11. Comments from the Mayor and Council

Mr. LeBoeuf urged everyone to vote and to come to the meetings.

Mr. Rencich echoed Mr. LeBoeuf and thanked the organizations that attended tonight.

Ms. Brown thanked the organizations for coming and stated that it was interesting to hear about what everyone does.

Mr. Hayes Thanked the organizations for attending

Mayor Whitten. Spoke about the great event this past weekend with the Trunk or Tread and the Drive in movie, thanked those who attended the meeting tonight, and then went over the upcoming events for the remainder of City Government week.

12. Comments from the Audience

13. Adjournment

Mayor Whitten adjourned the meeting at 7:59 PM

Elizabeth M. Roy
City Clerk JB Whitten
Mayor

Minutes approve this __ day of __, 2020 .

DRAFT

ORGANIZATION	ORGANIZATION
AMERICAN LEGION - POST 75	CRESTVIEW ROTARY
CITIZEN POLICE ACADEMY ALUMNI	SENIORS VS. CRIME
MASONIC LODGE 364	BOYS & GIRLS CLUB - CRESTVIEW
SONS OF ITALY	CRESTVIEW AREA CHAMBER OF COMMERCE
SRRC	GAMMA ALPHA UPSILON ZETA
	CRESTVIEW HIGH SCHOOL STUDENT
CONCERNED CITIZENS OF CRESTVIEW	GOVERNMENT ASSOCIATION
CRESTVIEW ELKS LODGE 2824	NOARC
EASTERN STAR - VELMA CONYERS 7A	UNITED WAY
KIWANIS OF CRESTVIEW	
MAIN STREET ASSOCIATION	
BOY/GIRL SCOUTS	
CRESTVIEW AREA SHELTER FOR THE HOMELESS	
SENIOR CIRCLE	
SPECIAL OLYMPICS	
AMVETS 35	
KNIGHTS OF COLUMBUS	
MASONIC LODGE 50	
VFW POST 5450	
SISTER CITIES	
AMERICAN LEGION - POST 395	
CAMA	
CARVER-HILL MUSEUM	
CRESTVIEW LIONS CLUB	
GFWC	

City Council Minutes
October 12, 2020
6:00 PM
Council Chambers

1.Call to Order

The Regular Meeting of the Crestview City Council was called to order at 6:00 P.M. by the Honorable Mayor JB Whitten. Present were: Mayor Pro Tem Shannon Hayes, Council members Andrew Rencich, Harry LeBoeuf, and Cynthia Brown Also present were the City Manager Tim Bolduc, City Clerk Elizabeth Roy, City Attorney Jon Holloway, and staff members. Mr. Blocker attended remotely but was not voting.

2. Invocation, Pledge of Allegiance

Invocation by Pastor Ronnie Bearden of First United Methodist Church of Crestview and pledge was led by Councilmember Cynthia Brown

3. Open Policy Making and Legislative Session

4. Approve Agenda

A motion was made by Shannon Hayes to Approve the agenda. Seconded by Andrew Rencich, vote 4yeas and 0 nays, motion carried.

5. Presentations and Reports

6. Consent Agenda

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1784 - Bressler St. Comp Plan Amendment

Staff presented the Ordinance information to the City Council and asked that the City Clerk to read the ordinance

City Clerk Elizabeth Roy read the Ordinance by Title:

ORDINANCE: 1784

**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 TO MIXED-USE RESIDENTIAL COMMERCIAL ON
APPROXIMATELY 0.25 ACRES, MORE OR LESS, IN SECTION 17,
TOWNSHIP 3 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.**

This is the Second reading of Ordinance 1784

A motion was made by Andrew Rencich to adopt Ordinance on second reading and send for signatures. Seconded by Harry LeBoeuf, vote 4 yeas and 0 nays, motion carried.

7.2. Ordinance 1785 - Bressler St. Rezoning

Staff presented the Ordinance information to the City Council and asked that the City Clerk to read the ordinance
City Clerk Elizabeth Roy read the Ordinance by Title:

ORDINANCE: 1785

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA,
PROVIDING FOR THE REZONING OF 0.25 ACRES, MORE OR
LESS, OF REAL PROPERTY, LOCATED IN SECTION 17,
TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE SINGLE-
FAMILY DWELLING ZONING DISTRICT TO THE MIXED-USE
NEIGHBORHOOD COMMERCIAL ZONING DISTRICT;
PROVIDING FOR AUTHORITY; PROVIDING FOR THE
UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING
FOR SEVERABILITY; PROVIDING FOR
SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL**

**INTERPRETATION; PROVIDING FOR REPEAL OF
CONFLICTING CODES AND ORDINANCES; AND PROVIDING
FOR AN EFFECTIVE DATE.**

This is the Second reading of Ordinance 1785.

A motion was made by Andrew Rencich to adopt Ordinance on second reading and send for signatures. Seconded by Shannon Hayes, vote 4 yeas and 0 nays, motion carried.

7.3. Ordinance 1786 - Old Bethel Rd. Annexation

Staff presented the Ordinance information to the City Council and asked that the City Clerk to read the ordinance

City Clerk Elizabeth Roy read the Ordinance by Title:

ORDINANCE: 1786

**AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW,
FLORIDA, ± 3.00 ACRES OF CONTIGUOUS LANDS LOCATED IN
SECTION 32, TOWNSHIP 4 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.**

This is the Second reading of Ordinance 1786

A motion was made by Harry LeBoeuf to adopt Ordinance on second reading and send for signatures. Seconded by Cynthia Brown, vote 4 yeas and 0 nays, motion carried

7.4. Ordinance 1787 - Old Bethel Rd. Comp Plan Amendment

Staff presented the Ordinance information to the City Council and asked that the City Clerk to read the ordinance

City Clerk Elizabeth Roy read the Ordinance by Title:

ORDINANCE: 1787

**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 TO COMMERCIAL ON APPROXIMATELY
3.00 ACRES, MORE OR LESS, IN SECTION 32, TOWNSHIP 4
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.**

This is the Second reading of Ordinance 1787

A motion was made by Shannon Hayes to adopt Ordinance on second reading and send for signatures. Seconded by Andrew Rencich, vote 4 yeas and 0 nays, motion carried.

7.5. Ordinance 1788 - Old Bethel Rd. Rezoning

Staff presented the Ordinance information to the City Council and asked that the City Clerk to read the ordinance

City Clerk Elizabeth Roy read the Ordinance by Title:

ORDINANCE: 1788

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 3.00 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 32, TOWNSHIP 4 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY MIXED-USE ZONING DISTRICT TO THE COMMERCIAL (C-1) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

This is the Second reading of Ordinance 1788

A motion was made by Andrew Rencich to adopt Ordinance on second reading and send for signatures. Seconded by Harry LeBoeuf, vote 4 yeas and 0 nays, motion carried.

8. Ordinances on First Reading

9. Resolutions

10. Action Items

10.1. Shoal River Landing Phase 1

Staff briefed the Council on the Plat description.

A motion was made by Shannon Hayes to Approve the Plat . Seconded by Andrew Rencich, vote 4 yeas and 0 nays, motion carried.

11. City Clerk Report

None

12. City Manager Report

Mr. Bolduc briefed the council on the following items:

The phases of the south by-pass and east west connector, Cares act, Foxwood property, Magistrate. 2 new positions that have been hired,

Skate park, Enclave discussion with the County administrator.
He also announced the CRA mobility study meeting on Tuesday the 13th and
with Main Street on Thursday the 15th
He then updated the city council on the lease of Police Vehicles.

13. Comments from the Mayor and Council

Mr. LeBoeuf thanked the city manager for the updates.

Mr. Rencich asks that the city manager look into the county changes to the alcohol ordinances, in reference to alcohol sales on Sunday. Mr. Bolduc asked if the council would like the city to look at this item Mr. Rencich, yes, Mr. LeBoeuf, yes, Ms. Brown, not interested as long as we in line with state guidelines, Mr. Hayes would like to see the item brought for consideration.

Mr. Hayes thanked City manager and staff for work after the hurricane. He would like to have more citizen input on how the city is doing.

Mayor Whitten discussed City Government week and the activities going on the week of October 19 – 25th. He also discussed the October movie event and Trunk or treat on October 17th.

14. Comments from the Audience

Mr. Maurice Moody thanked the mayor and city manager and Human resource director on the cities help with getting information out about National HIV testing day and thanked the library for their help with the display.

15. Adjournment

Meeting was adjourned by Mayor Whitten at 6:59 PM

Elizabeth M. Roy
City Clerk

JB Whitten
Mayor

Minutes approve this _____ day of _____, 2020.



Staff Report

CITY COUNCIL MEETING DATE: November 9, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Trae Duley, Planning Administrator
DATE: 11/2/2020
SUBJECT: Ordinance 1790 - Zoning Map Amendment

BACKGROUND:

The rewriting of the Land Development code has precipitated the need revise and adjust the existing zoning map. There are numerous parcels zoned in a way to make the existing use non compliant. This creates situations where those parcels cannot be updated, modified, or constructed on. In addition, there are numerous issues with the existing zoning map that preclude adequate development of facilities and services needed by the citizens of the city.

DISCUSSION:

This new zoning map accomplishes many goals consistent with the goals and objectives set by the Council. With the rewrite of the Land Development Code, the new zoning map is required.

Care was taken to ensure existing neighborhoods are protected from commercial development or impacts.

Opportunity is provided for sustainable urbanization of the core area of the city by creating and applying a mixed use zoning where it is adjacent to commercial zoning. This also provides a buffer between commercial and residential zoning.

The number of zoning districts are reduced from 12 to 9, with two of those being Conservation or Public Lands. This creates a much more logical flow and provides the ability to cascade the zoning and intensity of uses throughout the city.

Multiple meetings have had for public input and the majority of that input has been positive. In fact, in several cases it was in line with what the property owners wanted to be able to do with their properties.

This has also been discussed at the Planning and Development Board and was most recently presented at the Council workshop.

GOALS & OBJECTIVES

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

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

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

Infrastructure- Satisfy current and future infrastructure needs

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This action will have no immediate impact on the City budget.

RECOMMENDED ACTION

Staff respectfully requests the Council approve ordinance 1790 on first reading and move to second reading.

Attachments

1. Proposed Zoning Map

ORDINANCE:

AN ORDINANCE PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP; PROVIDING FOR MAP UPDATE; PROVIDING FOR AUTHORITY; 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 – AMENDMENT TO OFFICIAL ZONING MAP. This ordinance hereby amends the existing official zoning map in its entirety in association with the new zoning designations as codified in the new Land Development Code enacted by ordinance number 1789.

SECTION 3 – MAP UPDATE. The Official Zoning Map shall be updated at the earliest possible date.

SECTION 4 – 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 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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

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

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

SECTION 9 – EFFECTIVE DATE. This ordinance shall take effect at the same time as Ordinance Number

1791.

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

ATTEST:

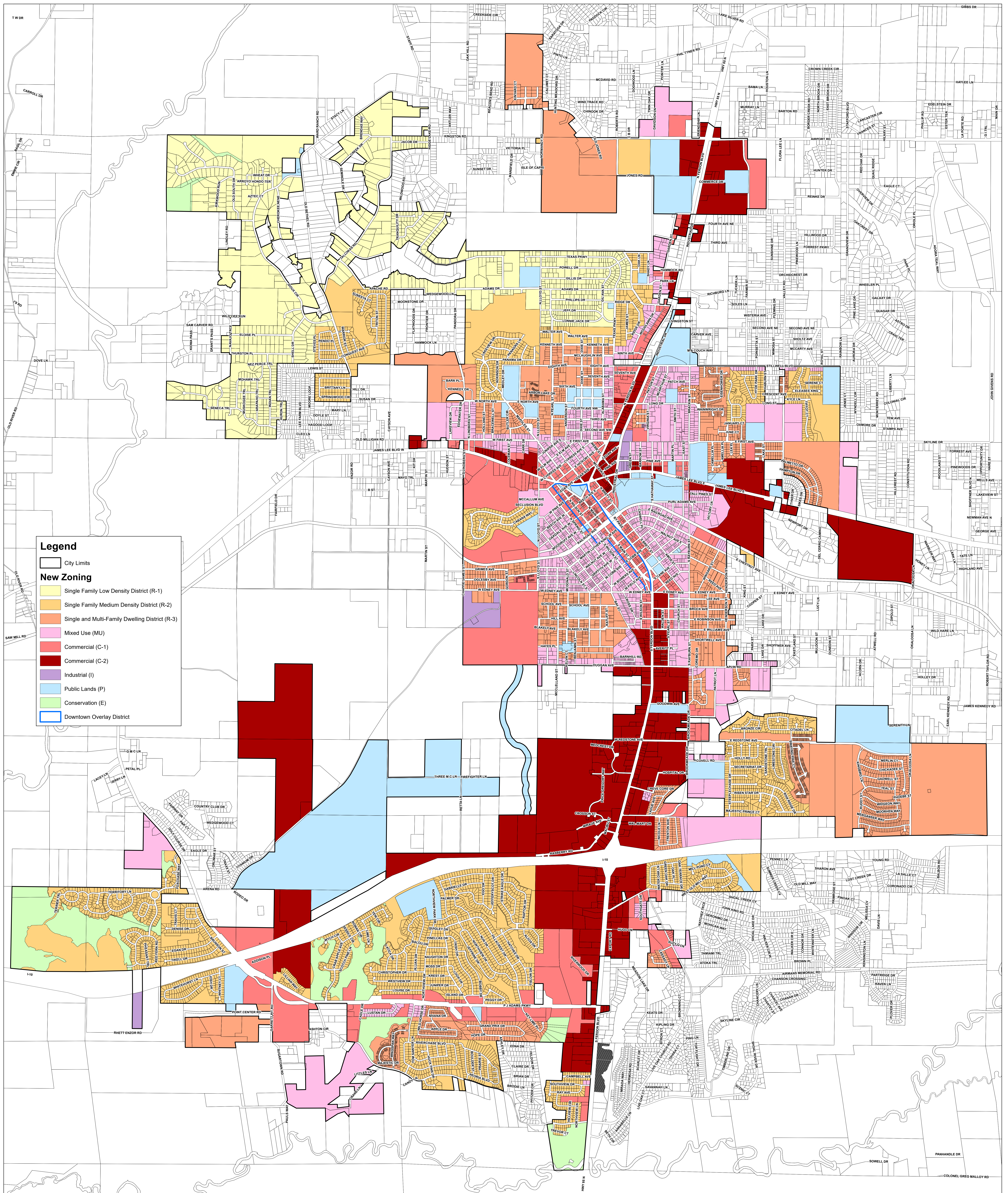
ELIZABETH M. ROY

City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN

Mayor



Legend

- City Limits
- New Zoning**
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (I)
- Public Lands (P)
- Conservation (E)
- Downtown Overlay District

Old Zones			New Zones		
	Count	Acreage		Count	Acreage
A	10	413.88	R-1	969	1126.76
R-1A	640	445.28	R-2	4292	1750.61
R-1	5740	3448.38	R-3	2962	1563.8
R-2	1865	1417.07			
R-3	5	33.57			
PUD	959	197.93			
MX	241	71.31	MU	1675	1002.81
DMU	3	2.92			
C-1	1173	1667.01	C-1	649	836.37
C-2	10	2.15	C-2	432	1580.32
M-1	86	233.08	I	18	46.88
P	13	232.69	P	88	982.15
E	39	257.76	E	6	325.31

PROPOSED ZONING DISTRICTS

PREPARED BY COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 2011 FLA STATE PLANE, NORTH ZONE U S SURVEY FEET (FL83-NF)



Prepared 10/29/2020



Staff Report

CITY COUNCIL MEETING DATE: November 9, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Trae Duley, Planning Administrator
DATE: 11/2/2020
SUBJECT: Ordinance 1791 - Comp Plan & Future Land Use Map Amendments

BACKGROUND:

The current comprehensive plan contains references to multiple items that have been changed since the plan was first written. Those are items such as the existing Land Development Code found in Chapter 102, non-existing departments and other such references.

In addition, the existing comprehensive plan has the existing future land use elements that are being updated and revised as a part of the Land Development Code rewrite.

Also a part of this ordinance is the Future Land Use map that is a part of the Comprehensive Plan. That map must be updated to be in compliance with the State Statutes governing the correlations between the Zoning Map and the Future Land Use map.

DISCUSSION:

This ordinance provides for updating the existing Comprehensive Plan to:

- appropriately reference the new Land Development Code
- appropriately reference the correct departments and divisions within the City structure (such as Growth Management is now Community Development Services)
- modify the Future Land Use elements in Chapter 7 to be consistent with the goals and objectives set by the Council

The new Future Land Use map that is a part of this ordinance has been reviewed by the Planning and Development Board, has been through several public input meetings, and has been to the Council in a workshop.

GOALS & OBJECTIVES

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

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

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

Infrastructure- Satisfy current and future infrastructure needs

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This action will have no immediate impact on the City budget.

RECOMMENDED ACTION

Staff respectfully requests the Council approve ordinance 1791 on first reading and move to second reading.

Attachments

1. Exhibit 1 - Crestview Comprehensive Plan 2020 - Markups
2. Proposed Future Land Use Map

ORDINANCE:

AN ORDINANCE PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR AUTHORITY; PROVIDING FOR MAP UPDATE; 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 – COMPREHENSIVE PLAN AMENDMENT. This ordinance hereby amends the sections of the Comprehensive Plan as shown in Exhibit 1. (EXHIBIT 1 ATTACHED)

SECTION 3 – FUTURE LAND USE MAP AMENDMENT. This ordinance hereby amends the existing Future Land Use map in its entirety in association with the revised elements of the Comprehensive Plan.

SECTION 4 – MAP UPDATE. The Future Land Use Maps shall be updated at the earliest possible date.

SECTION 5 – 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 6 – 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 7 – 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 8 – 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 9 – 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 10 – EFFECTIVE DATE. This ordinance shall take effect 30 days after 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

Crestview Comprehensive Plan: 2020

Ordinance No. 699
As Amended

CHAPTER 1

LEGAL

Section 1.01 Legal

WHEREAS, the Florida Legislature has enacted the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) which mandates the preparation of comprehensive plans and unified land development codes for all units of local government; and

WHEREAS, the Florida Legislature has reconfirmed that Chapters 163.3161 through 163.3215, Florida Statutes provide the necessary statutory direction and a basis for municipal and county officials to carry out their comprehensive planning and land development regulation powers, duties and responsibilities; and,

WHEREAS, the City Council of the City of Crestview, Florida has determined that this Ordinance is compatible with and furthers the State Comprehensive Plan, the West Florida Comprehensive Regional Policy Plan and the Okaloosa County Comprehensive Plan; and

WHEREAS, the City Council adopted the original Crestview Comprehensive Plan (Ordinance #699) on July 12, 1990, and said Plan was subsequently determined by the Florida Department of Community Affairs to be "In Compliance" with all relevant laws, rules and regulations; and

WHEREAS, periodically and consistent with the requirements of Florida Statutes, the City has analyzed and evaluated the Comprehensive Plan adopted in 1990, and all amendments thereto, and has amended the Plan in order to reflect changed conditions and circumstances in the City and changes in Law; and

WHEREAS, this Plan contains those changes and modifications;

NOW THEREFORE BE IT ORDERED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA that this Ordinance is hereby adopted in conformance with Chapter 163, F.S., and provides an effective date and repeals all provisions of Ordinances or Resolutions in conflict herewith.

Section 1.02 Title: This Ordinance shall be known as the "CRESTVIEW COMPREHENSIVE PLAN: 2020" and also may be known as Ordinance No. 699, as amended.

Section 1.03 Jurisdiction: The lands subject to this Ordinance shall include all area within the corporate limits of the City of Crestview (and, as applicable, any areas to which the City provides municipal services).

Section 1.04 Intent: It is the intent of this Ordinance to provide orderly growth management for those areas identified in Section 1.03 above. This ordinance provides public policy mechanisms for growth management in order to serve the residents and property owners of Crestview (and of areas to which the City provides municipal services) and maintain and improve the quality of life for all citizens of the City.

The City Council of Crestview finds that the goals, objectives, policies and regulations set forth hereunder are a necessary and proper means for planning and regulating the development and use of land in the City (and, as applicable, areas to which the City provides municipal services) and for otherwise protecting and promoting the public health, safety, and general welfare of its citizens. It is the intent of this Ordinance that the Comprehensive Plan sets general guidelines and principles concerning its purposes and contents and that this Ordinance shall be construed broadly to accomplish its stated purposes and objectives.

Section 1.05 Effective Date: The effective date of this ordinance shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the revised Comprehensive Plan to be in compliance in accordance with §163.3184, Florida Statutes. The Department's "Notice of Intent" to find the amendment in compliance shall be deemed to be a Final Order if no timely petition challenging the revised Plan is filed. If applicable, the provisions of §163.3189(2)(b), F.S. also govern this ordinance and the revised Plan.

CHAPTER 2

ADMINISTRATION

Section 2.01 Local Planning Agency:

- (1) The Crestview Local Planning Agency (LPA) shall be as identified in ~~Section 2-46~~ Section 2-61 of the City Code (the Crestview Planning Board) and the local planning agency shall serve as the Land Development Regulation Commission. Membership on the LPA can include a representative of the Okaloosa County School District and a representative of the Air Force as ex-officio (non-voting) members, if desired by the District or the military. In any case, the City shall continue to provide information regarding matters to be considered by the LPA to the designated individual or office identified by the District or military as the point of contact for such matters.
- (2) Duties: The duties of the LPA shall be as specified in Chapter 163.3174, F.S. and include:
 - a. Be responsible for the preparation of the Comprehensive Plan and recommendations to the City Council regarding the adoption of the plan.
 - b. Monitor the effectiveness and status of implementation of the Comprehensive Plan and recommend to the City Council any changes in the plan as may, from time to time, be required.
 - c. Monitor, review and prepare periodic reports required by Chapter 163.3191 F.S. including regular assessments of the plan and preparation of the evaluation and appraisal report on the plan.
 - d. Review any proposed land development regulations, codes or amendments thereto and make recommendations to the City Council as to the consistency of proposed regulations, codes or amendments with the Comprehensive Plan.
 - e. Perform any other function, duty or responsibility assigned to it by the City Council of the City of Crestview or by general or special law.
- (3) Resources: The LPA may utilize any resources provided it by the City Council in furtherance of the duties and responsibilities of the LPA. These resources may include, but are not limited to, facilities and equipment of the City, temporary assignment of employees, utilization of City committees, consultants, persons or entities to prepare or assist in the preparation of the plan, amendments thereto or

Comment [NS1]: This section does not exist in the Code of Ordinances.

any other land development regulation, proposed or existing, as it may deem appropriate.

Section 2.02 Administration: The ~~Growth Management Community Development Services~~ Department of the City of Crestview, shall administer this Ordinance with assistance of other operating departments within the City, as necessary. In addition, assistance may be provided pursuant to Section 2.01(3) above. The LPA shall make recommendations regarding Comprehensive Planning and/or Land Development Regulations to the City Council for its consideration and action.

Comment [NS2]: Growth Management now CDS

Section 2.03 Public Participation and Notice: Refer to Chapter 4 for public participation and notices.

CHAPTER 3

DEFINITIONS

3.01.01 RULES OF CONSTRUCTION: In the interpretation and construction of this Plan, the following definitions and rules of construction shall be observed, unless they are inconsistent with the manifest intent of the City Council or the context clearly requires otherwise.

Gender: Words or phrases in the masculine gender include the feminine and vice-versa.

Singular/Plural: Words in the singular include the plural and vice-versa.

Shall/May: The word “shall” is mandatory and the word “may” is permissive.

Written or in writing: “Written” or “in writing” includes any representation of words, letters, or figures in the English language, whether by printing or otherwise and may include representations using electronic media.

Year: Year means 12 consecutive months or a 12-month calendar year.

Day: Day means a 24-hour calendar day.

Boundaries: Where uncertainty arises or exists as to the boundary lines for zoning districts, land use categories, or other geographically described area within this Plan, the following criteria apply:

1. Boundaries indicated as approximately following the centerlines or rights-of-way of streets, highways or alleys shall be construed to follow such centerline or right-of-way.
2. Boundaries indicated as approximately following platted lot or parcel lines shall be construed as following such lines.
3. Boundaries indicated as approximately following City limit lines shall be construed as following such lines.
4. Boundaries indicated as following shorelines of water bodies will follow mean high water or ordinary high-water lines, as applicable.

Definitions Adopted by Reference: The definitions found in Chapter 163, Part II, Florida Statutes, are hereby adopted and incorporated herein by reference. Should there be a conflict with any definition included herein with the Statute, the definition in the Statute prevails. In addition, words not otherwise defined shall have those meanings commonly and customarily ascribed to them and as can be found in any standard dictionary books.

3.02.00 DEFINITIONS: The following words or phrases shall have the meaning herein described:

Abut means to physically touch or border upon, or to share a common property line.

Accessory use means a use of land or structure or portion thereof customarily incidental and subordinate to the principal use of the land or structure and located on the same lot or parcel.

Adjacent to a protected environmentally sensitive area means any location within 50 feet of the boundary of any protected environmentally sensitive area, whether the location is on or off the development site.

Adult congregate living facility shall be as defined in Florida Statutes (F.S. 400.401 et seq.).

Adversely affected person means any person who is suffering or will suffer an adverse effect to an interest protected or furthered by the City's Comprehensive Plan, including but not limited to interests related to health and safety; police and fire services; densities or intensities of development; transportation facilities; recreation facilities, equipment or services; and environmental or natural resources. The alleged adverse effect may be shared in common with other citizens of the City, but must exceed in degree the general interest for community good that is shared by all citizens of Crestview.

Affordable housing means housing for which monthly rents or mortgage payments, including taxes, insurance, and utilities, do not exceed 30 percent of the median adjusted gross annual income for families or individuals in the City, which adjusted annual median income is periodically established by the State and/or Federal government.

Appurtenant structure means a structure which is on the same parcel or lot as the principal structure and where the use of said structure is incidental to the use of the principal structure.

Area of shallow flooding means a designated AO, AH, or VO zone on the flood insurance rate map, with base flood depths from one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident.

Area of special flood hazard include all areas designated on a flood hazard boundary map as zone A or a flood insurance rate map as zones A, AO, AH, A1-30, AE, A99, VO, or V1 30, VE or V. The relevant flood hazard boundary map and flood insurance rate maps, and any revisions thereto, are adopted by reference and declared to be a part of this Plan.

Arterial road means a roadway providing service which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

Associated wetlands means any wetland that is adjacent or contiguous to lakes, ponds, rivers or streams and which has a direct hydrologic connection to such waters and is regulated by the Army Corps of Engineers or the Florida Department of Environmental Protection.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Basement means that portion of a building having its floor below ground level on all sides.

Bicycle and pedestrian ways means any road, path or way which is open to bicycle travel and travel afoot (labor intensive transportation) and from which motor vehicles are excluded.

Building means a structure created to shelter any form of human activity and includes house, garage, shed, parking lot, store, business, warehouse, among others.

Clearing means the removal of trees and brush from land, not including mowing of grass or routine landscape maintenance.

Collector road means a roadway providing service which is of relatively moderate traffic volume, moderate trip length and moderate speed. Collector roads collect and distribute traffic between local roads or arterial roads.

Concurrency means a condition where specified facilities and services have or will have the necessary capacity to maintain the adopted level of service standard at the time of impact of a development project.

Density and *gross density* mean the total number of dwelling units divided by the total site area, less public right-of-way.

Detention means the collection and storage of surface water for subsequent gradual discharge.

Developer means any person, including a governmental agency, undertaking any development.

Development is as defined in Section 163.3221 (4),(a),(b) and (c), Florida Statutes.

Development controls means standards in this Plan and/or the Land Development Code which control the development or use of land and which are in addition to the densities, intensities, and uses assigned to land by the Future Land Use Map or Zoning District Map.

Drainage detention structure means a structure which collects and temporarily stores storm water for the purpose of treatment through physical, chemical, or biological processes with subsequent gradual release of the storm water.

District means a geographically definable area possessing a significant concentration, linkage, or continuity of sites, buildings, objects or areas which are united historically by plan or physical development.

Dwelling unit means a single housing unit providing complete, independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Flood and *flooding* mean a temporary, partial or complete inundation of normally dry land from the overflow of inland or tidal waters, or from the unusual and rapid accumulation of runoff or surface waters from any source.

Flood hazard boundary map means the map issued by the Federal Emergency Management Agency showing flood prone areas. Drawn from the United States Geological Survey maps, it does not provide flood elevations.

Flood insurance rate map (FIRM) means the official map issued by the Federal Emergency Management Agency showing both the area of special flood hazard and the risk premium zones within the City.

Floodplain means land which will be inundated by floods known to have occurred or reasonably characteristic of what can be expected to occur from the overflow of inland or tidal waters and the accumulation of runoff of surface waters from rainfall.

Floodway means the channel of a natural stream or river and portions of the floodplain adjoining the channel which are reasonably required to carry and discharge the floodwater of flood flow.

Floor area ratio (FAR) is a means of determining intensity of land use. FAR is calculated by multiplying the area of a parcel or lot by the applicable FAR established in this Plan. The result is the maximum allowable square footage of a building or buildings on a site or parcel. For the purposes of calculating the FAR, the area includes all land within the parcel or site, including easements, which easements may restrict the location of permanent buildings or structures. NOTE: The FAR establishes the maximum potential intensity which may be allowed on any particular site, however all other limits, regulations or restrictions (setbacks, parking, open space, etc.) apply to all development and may result in the maximum intensity potential being unattainable.

Gross floor area means the sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including interior parking spaces, loading space for motor vehicles, or any space where the floor-to-ceiling height is less than six feet.

Highest adjacent grade means the highest natural elevation of the ground surface adjacent to a wall or surface.

Impervious surface means a surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes, but is not limited to, semi-impervious surfaces such as compacted clay, as well as conventionally surfaced streets, roofs, sidewalks, parking lots and other similar structures.

Improvement means any manmade, immovable item which becomes part of, is placed upon or is affixed to real estate.

Local road means a roadway providing service which is of relatively low volume, short average trip length or minimal through traffic movements, and high-volume land access for abutting property.

Lot means a designated parcel, tract or area of land established by subdivision or as otherwise allowed by law.

Lowest floor means the lowest enclosed floor of a structure, including a basement, but not including the floor of an area enclosed only with insect screening or wood lattice as permitted by the flood damage prevention regulations.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis, designed to be used with or without a permanent foundation and connected to the required utilities. The term also includes park trailers, travel trailers and similar transportable structures placed in use (other than for sale) on a site for 180 consecutive days or longer.

Manufactured housing has the following features or characteristics: Produced or mass produced in a factory; designed and constructed for transportation to a site for installation and use when connected to required utilities; and either an independent, individual building or a module for combination with other elements to form a building on the site.

Multifamily dwelling means any residential structure containing two or more separate dwelling units.

Natural systems means systems which predominantly consist of or are used by those communities or plants, animals, bacteria and other flora and fauna which occur indigenously on the land, in the soil or in the water.

Occupant, applied to a building or land, means any person who holds a written or oral lease of or actually occupies the whole or part of such building or land, either alone or with others.

Ordinary maintenance means work that does not require a construction permit and that is done to repair damage or to prevent deterioration or decay of a building or structure or part thereof as nearly as practicable to its condition prior to the damage, deterioration or decay.

Owner means a person who, or entity which, alone, jointly or severally with others, or in a representative capacity (including without limitation, an authorized agent, attorney, executor, personal representative or trustee) has legal or equitable title to any property in question, or a tenant, if the tenant is chargeable under his lease for the maintenance of the property.

Parcel means a unit of land within legally established property lines.

Protected environmentally sensitive area means an area designated for protection in the Coastal Management and Conservation Element of this Plan.

Protected wellhead means a wellhead with a permitted capacity of 100,000 gallons per day or more.

Public grounds means the parks and all public land owned or leased by the City, County (including the School Board), State or Federal governments and those parts of public places which do not form traveled parts of streets as defined.

Rate means volume per unit of time.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be unobstructed in order to discharge the base flood without increasing the water surface elevation of that flood more than one foot at any point.

Retention means the collection and storage of runoff without subsequent discharge to surface waters.

Runoff coefficient means the ratio of the amount of rain which runs off a surface to that which falls on it, a factor from which runoff can be calculated.

Sediment means the mineral or organic particulate material that is in suspension or has settled in surface water of groundwater.

Significant adverse effect means any modification, alteration or effect upon a protected environmentally sensitive area which measurably reduces the area's beneficial functions as delineated in the Conservation Element of this Plan.

Single-family dwelling means a structure containing one dwelling unit, and not attached to any other dwelling unit by any means.

Site means any tract, lot or parcel of land or combination of tracts, lots or parcels of land that are in one ownership, or in diverse ownership but contiguous and under unified control, and which are to be developed as a single unit, subdivision or project.

Storm water means the flow of water which results from, and that occurs immediately following, a rainfall.

Storm water management system means the system, or combination of systems, designed to treat storm water, or collect, convey, channel, hold, inhibit or divert the movement of storm water on, through or from a site.

Storm water runoff means that portion of the storm water that flows from the land surface of a site either naturally, in manmade ditches, or in a closed conduit system.

Street includes avenues, boulevards, highways, roads, alleys, lanes, viaducts, bridges, and the approaches thereto, and all other public thoroughfares in the City, and shall mean the entire width thereof between abutting property lines.

Structure means anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, billboards and signs.

Surface water means water above the surface of the ground, whether or not flowing through definite channels. The term includes any natural or artificial ponds, and it includes streams, channels, ditches and similar feature in which water flows in a definite direction and which has a definite channel, bed or banks.

Vehicle use area means an area used for circulation, parking or display of motor vehicles, except junkyards.

Water's edge shall be determined by the location of the ordinary (average annual) high water line or high tide line.

Wellhead protection area means a diameter of 200 feet around a potable water well site where no other land use is permitted.

Wetland means land that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and under normal circumstances does or would support, a prevalence of vegetation, typically adapted for life in saturated soil conditions. For the purposes of this Plan, wetlands shall be those areas so designated and regulated by either the Army Corps of Engineers of the Florida Department of Environmental Protection, or both.

Wetland's edge means the landward boundary of hydric soils or wetland vegetation, based on the wetland vegetation index and as determined by a regulatory agency or competent survey.

CHAPTER 4
PUBLIC PARTICIPATION

Section 4.01 Purpose: This Chapter establishes procedures in accordance with Chapter 163.3181, F.S. and pursuant to the Code of Ordinances of the City of Crestview.

Section 4.02 Intent: It is the intent of this Chapter and the City Code, that all citizens affected by Comprehensive Plans, the planning process or any land development regulation, proposed or enacted, be afforded the opportunity for input and comment throughout the preparation and enactment process.

Section 4.03 Procedures: It is the intent of this Ordinance that the procedures delineated in ~~Section 102-61, et. seq. of the City Code~~ **Chapter 3 of the Land Development Code (LDC)** apply to the formal adoption process of the Comprehensive Plan, amendments to the Comprehensive Plan, preparation of the Land Development Code (LDC) including regulation of land subdivision, open space provisions, drainage and storm water management, floodplain development, environmentally sensitive areas, signage, parking, innovative land development regulations, impact fees, consideration of the Evaluation and Appraisal Report (EAR) and any other matters deemed appropriate by the City Council of the City of Crestview (reference Chapter 2 of the Foundation Documents, and the Code of Ordinances of the City).

Comment [NS3]: Article IV – Public Participation, Sec. 102-61

Comment [NS4]: Changed to reference the Land Development Code

CHAPTER 5

GENERAL REQUIREMENTS

Section 5.01 Format: Each Chapter (element) of this Plan is numbered in sequence. Within each Chapter, are Goals, Objectives and Policies. Each Goal carries the same number of the Chapter in which it appears and if two or more Goals are included, each is identified as A, B, etc. (i.e. Goal 7.A is the first Goal in Chapter 7). Objectives are identified with the Goal, each is designed to achieve (i.e. Objective 7.A.1 is associated with Goal 7.A). Policies designed to achieve the Objective and Goal are similarly identified (i.e. Policy 7.A.1.1 is associated with Objective 7.A.1 and Goal 7.A).

Section 5.02 Omissions: There is no Coastal Management Element contained within this Comprehensive Plan. The City of Crestview is located in North-Central Okaloosa County. There are no title waters, bays or bayous located within or adjacent to the City of Crestview (reference Figure 1-1, Location Map).

Section 5.03 Support Documents: Support data, analysis, and documents are not adopted as part of this Ordinance. Support data, analysis and documents are available for public inspection at the Crestview City Hall.

Support data, analysis, and other documentation are found in the Foundation Documents. This ordinance contains references to various chapters, appendices or contents of the Foundation Documents. The references are included for clarity and ease of review by the reader. The reference is not to be construed as making the Foundation Document or causing the Foundation Document contents to be made part of this Ordinance or the City's Comprehensive Plan.

Section 5.04 Preparation Date: The preparation of this Plan began in January 1987 and continued through July 1990 with public hearings and workshops. The original Plan was adopted by the Crestview City Council on July 12, 1990, and it has been amended whenever there have been changed conditions, changes in law and pursuant to the findings of the several Evaluation and Appraisal Reports completed since adoption.

Section 5.05 Name of Preparer: This Ordinance was prepared by the Crestview Planning Agency (LPA) and City Council. Support documentation has been prepared on behalf of the Local Planning Agency and City Council during the Appraisal process by the City Administration with professional and technical assistance by J.E. Dorman & Associates, Inc., Consultants.

Section 5.06 Data and Analysis: Copies or summaries of foundation and support data, analysis, and documents was submitted to the Florida Department of Community Affairs together with the Comprehensive Plan when the original Plan was submitted for compliance review. All subsequent amendments were supported by adequate data and analysis which was submitted to the State Land Planning Agency and determined to be “in compliance” by the Agency.

Section 5.07 Population Projections: This Ordinance is based upon resident population projections only, there is no seasonal fluctuation in the population of Crestview. The original population projections are included within the Foundation Documents supporting this Comprehensive Plan. The projections may be found at Table 3-1 of the Foundation Document and a description of the methodology employed to develop the projections accompanies Table 3-1. All projections have been prepared in accordance with the rules for preparing such projections and accepted planning practices and principles. Population projections are updated as new reports are issued by the Bureau of Economic and Business Research of the University of Florida or the U.S. Census Bureau. In addition, population projections are included in the 2008 Evaluation and Appraisal Report.

Section 5.08 Level of Service Standards: Level of service (LOS) standards are as established in the Chapters of this Ordinance relating to roads, sanitary sewer, solid waste, storm water, potable water and recreation. Chapter 15 of this Ordinance provides a summary of adopted levels of service for each of these facilities.

Section 5.09 Planning Time Frame: The time frames for planning used in this Ordinance are from the year ~~2009 2021~~ through the year ~~2020 2030~~. ~~The time frame for the Capital Improvements Element is FY-09 through FY-18]~~

Comment [NS5]: Time frames adjusted

Section 5.10 Internal Consistency: Each chapter of this Ordinance represents an element of the City's Comprehensive Plan. Each chapter (element) herein is consistent with the other chapters (elements) and this Ordinance shall be construed in its entirety as the City's Comprehensive Plan. The Future Land Use Map and other future condition maps included as part of this Plan reflect the goals, objectives and policies contained within the Plan.

Section 5.11 Plan Implementation: This Comprehensive Plan shall be implemented by the adoption or amendment of Land Use Code and other Land Development Regulations of the City of Crestview. In addition to the requirements in Chapter 163.3202, F.S., the Land Use Code and Development Regulations address specific items contained within the goals, objectives and policies of this Ordinance. Further, the regulations require adherence to the policies within the Land Use Code, other regulations and this Ordinance.

Section 5.12 Monitoring and Evaluation: An Evaluation and Appraisal Report (EAR) shall be prepared as required by Florida Statutes. In addition, continuous monitoring shall be maintained through the Concurrency Management System. The Capital Improvements Element and various portions of this Plan shall be reviewed on an annual basis pursuant to Section 14.06 of this ordinance.

Section 5.13 Procedural Requirements: This Comprehensive Plan shall be considered, adopted, and amended pursuant to the procedural requirements of Chapter 163, Part II, Florida Statutes. Refer to Chapter 4, Public Participation, for notice and public hearings requirements.

CHAPTER 6

CONCURRENCY MANAGEMENT SYSTEM

Section 6.01 Concurrency Management: The City of Crestview will maintain a Concurrency Management System ~~within the Land Development Code (LDC)~~ utilizing elements of the Land Development Code (LDC) to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. ~~Prior to the issuance of a development permit (order), the system shall ensure that the adopted level of service standards in this Ordinance for potable water, sanitary sewer, solid waste, drainage and recreation will be maintained. The Crestview City Administration shall be responsible for ensuring compliance with the Concurrency Management System and shall report on such compliance to the LPA and City Council on an annual basis concurrent with the reports required by Section 14.06 of this Ordinance.~~

Comment [NS6]: Article VI. – Concurrency Management System – Secs. 102-101 – 102-115.

Comment [NS7]: Changed

~~The City~~ Growth Management Public Services Director, or designee, in concert with the several operating departments of the City, will be responsible for the four (4) primary tasks which are described below. The four tasks are:

Comment [NS8]: Changed from CDS to PS

- (1) Maintain an inventory of existing public facilities and capacities or deficiencies;
- (2) Determining concurrency of proposed development which does not require City Council approval;
- (3) Providing advisory concurrency assessments and recommending conditions of approval to the City Council for those applications for development orders which require City Council approval; and
- (4) Reporting the status of all public facilities covered under this system to the City Council and recommending a schedule of improvements for those public facilities found to have existing or projected deficiencies.

The City Administration will collect and make available to the public, information on various facilities. The information shall be updated on an annual basis consistent with the reports required by Section 14.06 of this ordinance. The information will contain data such as: design capacity for roadways and roadway types; existing and adopted levels of service for all roadways; improvements to be made to the roadway system in the current year and in future years by the City, County or FDOT and improvements to be made to the roadway system by the private sector; the successes or shortcomings of the multi-modal district and the long term concurrency management system for segments of SR 85; design capacity of wastewater and potable water facilities and the identification of any deficiencies within such systems; the existing and adopted levels of service standards for water and sewer systems; any programmed improvements to the facilities either by the City or the private sector; the design capacity for solid waste facilities including transfer stations and landfills; existing and proposed level of service standards for storm water management systems; and existing and proposed provisions of recreation and open space

facilities by the City or the private sector. [It should be noted that this is not an all-inclusive list of guidelines for use in the concurrency management system; rather it is indicative of the types of information to be contained within the LDC City Code and the method and manner of administering the LDC City Code.]

Comment [NS9]: Another mention of the LDC (Article VI)

Comment [NS10]: Changed

Section 6.02 Coordination: The City will coordinate establishing LOS standards for the above-named facilities with State, regional or local entities having operational and maintenance responsibility for such facilities.

Section 6.03 Consistency with Comprehensive Plan: No development activity may be approved unless it is found that the development is consistent with the Comprehensive Plan and that the provision of the public facilities enumerated in Section 6.01 above, will be available at prescribed levels of service concurrent with the impact of the development on those facilities.

Section 6.04 Minimum Requirements: As a minimum, the concurrency management system will ensure that at least one (1) of the following standards will be met prior to issuance of a development order:

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of development occur. Any increase in capacity or expansion of existing potable water, sanitary sewer, solid waste, or storm water management facilities must be in place prior to the issuance of a certificate of occupancy; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of the services at the time that the development permit is issued; or (NOTE: This provision only relates to parks and recreation facilities. The LDC will include a requirement that the provision or construction of a facility or service must commence within one (1) year of the issuance of the development order or permit); or
- (5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220 F.S. or an agreement or development order issued pursuant to Chapter 380 F.S. Any such agreement shall include provisions pursuant to paragraphs 1, 2 or 3 above; or
- (6) The applicant has paid or guaranteed payment of any impact fees properly imposed on projects impacting facilities to which impact fees apply (water, sewer, roadways, etc.).

Also, see policies 8.A.1.12 and 8.A.2.4, among others.

Section 6.05 Levels of Service During Construction: The provisions of 6.04 above notwithstanding, the prescribed levels of service for any system or systems may be degraded during construction of new facilities if, upon completion of the new facilities, the prescribed LOS will be met and maintained.

Section 6.06 Phased Construction: The construction of any development project may be phased or staged so as to coincide with the phased or staged construction of infrastructure facilities so that the levels of service for such facilities are maintained upon completion of each phase or stage of the development project.

Section 6.07 Administration:

- (1) ~~The Land Development Code (LDC) City Code~~ shall designate the appropriate City official(s) having responsibility for determining that levels of service are met and will be maintained prior to issuance of a development permit. The City may place the burden of demonstrating compliance upon the developer or applicant. ~~In order to be approved, applications for development approval shall provide sufficient information showing compliance with LOS standards.~~
- (2) ~~The LDC City Code~~ shall include quantitative methods for determining levels of service that exist and which may be impacted by any particular development application. In addition, the ~~LDC City Code~~ will fully describe the process necessary for a finding of compliance with levels of service.
- (3) ~~The LDC City Code~~ shall include standardized quantitative data which is to be used in determining the impact of any proposed development upon the public facilities and services within the City (drainage, potable water, sanitary sewer, solid waste and recreation and open space). Applications for development approval shall include the projected impact upon public facilities and services upon occupancy or use of the proposed development. Any deviation from the standardized criteria within the ~~LDC City Code~~ must have the prior approval of the City Council before such data may be used for determining or projecting impacts of the proposed development.

Comment [NS11]: LDC mention

Comment [NS12]: Changed

Comment [NS13]: LDC mention

Comment [NS14]: Changed

Comment [NS15]: LDC mention

Comment [NS16]: Changed

Section 6.08 Impact Fees:

The City Council may impose impact fees on development to assist in covering the costs of needed improvements to all systems, including roads.

During the annual budgeting process of the City, the City Council may designate use of road impact fees, or other funds from development activities, for:

- (1) Making improvements listed in Table 14-1 and/or Table 14-1-T; and/or
- (2) Completion of a comprehensive long-range transportation plan coordinated with a long-range future land use strategy; and/or
- (3) In cooperation with others, implementation of an express transit service between Crestview and Eglin AFB or other military installations in the area; and/or
- (4) Short term improvements to relieve congested facilities and improve operating conditions of SR 85 such as intersection improvements, optimal signal timing, or other operational improvements.

CHAPTER 7

FUTURE LAND USE ELEMENT

Section 7.01 Purpose: The purpose of this element is the designation of future land use patterns as reflected in the goals, objectives and policies in this Ordinance.

Section 7.02 Existing Land Use Data: This element is based upon the data in the Support Documents, Evaluation and Appraisal Reports and Plan Amendment Documents.

Section 7.03 Land Use Analysis: This element is also based upon the analysis in the documents referenced in Section 7.02, above.

Section 7.04 Goals, Objectives and Policies: The Goals, Objectives and Policies of this element are as follows:

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.

Policy 7.A.1.1 - The City shall adopt, maintain and enforce a Land Development Code (LDC) pursuant to the requirements of Chapter 163.3202, F.S. and within the time frame specified in Florida Statutes.

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:

- (1) Regulation of the subdivision of land;
- (2) 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);
- (3) Ensure compatibility of adjacent land uses;
- (4) Provide for open space (reference Chapter 12 of this Ordinance);
- (5) Protect potable water wellfields and sources (reference Policy 11.A.2.1);

- (6) Regulation of areas subject to seasonal or periodic flooding (reference Policy 7.A.4.3);
- (7) Continue to provide for drainage and storm water management (reference Objectives 10.C.1 and 10.C.2); Protect the environmentally sensitive lands designated within the LDC (reference Policy 11.A.3.3);
- (8) Regulation of signage;
- (9) Implement the Concurrency Management System described in Chapter 6 of this Ordinance;
- (10) Insure adequate, safe and convenient on-site traffic flow and parking (reference Policy 8.A.1.2); and
- (11) Also, see Objective 11.A.2 and the policies thereunder.

Policy 7.A.1.3 - In order to ensure that adequate facility capacity is available during the planning period, the following limitations are hereby established for the properties indicated:

- (1) For Plan Amendment parcel 03-1-2, the planning period development potential is limited to 200,000 square feet of conforming industrial/commercial space.
- (2) For Plan Amendment Parcel 03-1-4, the planning period development potential is limited to 100,000 square feet of conforming commercial space and 130 dwelling units.
- (3) For Plan Amendment Parcel 03-1-5, the planning period development potential is limited to 162 dwelling units.
- (4) For Plan Amendment Parcel 08-1-4, the planning period development potential is limited to 200 dwelling units and the development is required to be served by central potable water and central sanitary sewer systems.

Any change in these limits or provisions requires an amendment to this Plan.

Objective 7.A.2 - The City shall continually encourage and support the redevelopment and renewal of blighted or under-utilized areas by implementing Policies 7.A.2.1 through 7.A.2.5, among others, and by including provisions within the LDC (reference Policy 7.A.1.1).

Policy 7.A.2.1 - The City shall direct its Community Development Block Grant efforts to those areas within the City demonstrating greatest need. Areas of greatest need shall be defined as those areas within the City meeting the program requirements promulgated by the U.S. Department of Housing and Urban Development.

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

Policy 7.A.2.3 - New development will be located in conformance with the categories shown on the Future Land Use Map and with the following standards:

- (1) Neighborhood commercial facilities shall be allowed and encouraged in those transitional areas within the City where successful mixed-use developments have occurred.
- (2) Employment centers will be allowed and encouraged whenever practical, near high density residential, medium density residential and mixed-use areas so that traffic congestion and circulation is minimized during peak driving times. Any time a new employment center (industrial or commercial activities) is approved for development, satisfactory buffering, set backs and landscape requirements consistent with the City Code shall be required. Further, any time new industrial uses abut existing residential uses a minimum twenty (20) foot green belt (buffer) shall be required.

The size of the green belt shall be determined by the size and characteristics of the project. All employment center projects one (1) acre or less shall be required to have at least a twenty (20) foot green belt. All projects of one acre or more may be required to have up to a fifty (50) foot green belt depending upon the proposed land use and activities associated with the development.

- (3) Strip commercial development shall be allowed along arterial and collector roadways or at the intersection or collector roadways, provided that service roads or shared accesses are provided.
- (4) Except for projects with approved development permits, new medium density or high density residential development shall be located on, or connected to a connector, collector or arterial roadway; and
- (5) New mixed-use developments shall be located on, or connected to collector or arterial roadways.
- (6) Also, see Policy 7. A.8.2.

Policy 7.A.2.4 - The Crestview City Council functions as the Community Redevelopment Agency and causes the redevelopment of the downtown area to be consistent with this Plan. Among other things, the City will consider establishing a new zoning district and Future Land Use category designed to foster sensitive redevelopment of the downtown area (CBD). The imposition of any new Future Land Use category will be accomplished by an amendment to this Plan.

Policy 7.A.2.5 - The committee created pursuant to Policy 14.A.2.6 shall include within its review efforts pursuant to Section 14.06 an analysis of the adequacy of downtown redevelopment activities. The committee shall consult with the Downtown Development Board as appropriate.

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)~~ (2) with the following densities, intensities, land uses and related provisions:

- (1) ~~(The Low-Density Residential (LDR) land use category is limited to residential uses, customary accessory uses, recreation uses, and planned unit developments. Churches and places of worship, and essential public services, non-profit and civic organizations may be permitted by special exception. This category is intended for single family homes which may be developed with up to six (6) eight (8) units per gross acre.)~~
- (2) ~~The Medium-Density Limited-Residential (MDLR) land use category is limited to residential uses, customary accessory uses, recreation uses and planned unit developments. Churches and places of worship may be permitted by special exception. Specific uses allowed include single-family, multi-family residential structures, mobile or manufactured home subdivisions and other uses allowed in the Low-Density Residential category. Small scale neighborhood commercial uses and businesses may be allowed if such uses are part of an approved Planned Unit Development (PUD).

Land in this category may be developed with a gross density of up to 9.99 units per acre.~~
- (3) ~~The Medium-Density Residential (MDR) land use category is limited to residential uses, customary accessory uses, recreation uses and planned unit developments. Churches and places of worship may be permitted by special~~

Comment [NS17]: Made small change to fix code reference.

Comment [NS18]: Changed LDR

~~(exception. Specific uses allowed include single-family, multi-family residential structures, mobile or manufactured home subdivisions and other uses allowed in the Low Density Residential category. Small scale neighborhood commercial uses and businesses may be allowed if such uses are part of an approved Planned Unit Development (PUD).~~

~~Land in this category may be developed with a gross density of up to 15 units per 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, the density for the parcel or property may be increased by up to 20%.~~

- (4) ~~The **High Density Residential (HDR)** land use category is limited to residential uses, customary accessory uses, recreation uses and churches and places of worship and the uses permitted in the LDR and MDR categories. Specific uses allowed in this category include neighborhood commercial uses and businesses when part of an approved PUD.~~

~~Land in this category may be developed with a gross density of up to 22 units per 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, the density for the parcel or property may be increased by up to 20%.~~

Comment [NS19]: Removed MDR and HDR

- (5) (2) 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 non-residential 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 20 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%.)~~

Comment [NS20]: Changed

(The intensity of non-residential uses is limited by a Floor Area Ratio (FAR) of ~~4~~ 2.0 and an impervious surface coverage of ~~75%-80%~~.)

Comment [NS21]: Changed

(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.)

Comment [NS22]: Additional LDC mention

- (6) (3) 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. ~~(Additionally apartments and condominiums are permitted in allowed zoning districts, as established in the Land Development Code (LDC).)~~ 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 non-residential uses shall be governed ~~by a FAR of 1.08 and an impervious surface coverage of 80%~~ by a FAR 3.0 and an impervious surface coverage of 80%

Comment [NS23]: Added allowance for Apartments and Condos

Comment [NS24]: Changed intensity for Commercial

- (7) (4) The **Industrial** land use category is designed to protect lands for production and distribution of goods and for other industrial activities. A wide range of industrial and commercial uses are allowed in this category. Specific uses include light and heavy manufacturing, assembly, training facilities, vehicle repair (including body work and painting), packaging, processing, wholesale business and warehousing, truck terminals, borrow pits, asphalt/concrete plants, heavy equipment sales, service and/or rentals, and other uses similar to those listed herein. Residential uses ~~are prohibited except as an accessory to a permitted use.~~ Intensity of All uses in this category are governed by a FAR of ~~4-2~~ 3.0 and a maximum impervious surface coverage of 82%-95%.

Comment [NS25]: Changed intensity for IN, C-3

- (8) ~~The **Downtown Mixed-Use** category is intended to foster economic growth and expansion in Downtown Crestview by providing for a mix of commercial and residential uses. The Future Land Use Map indicates the lands within the downtown area that may be developed under the provisions of this category.~~

~~Among other things, this policy is intended to expand the downtown area into a 12 to 18-hour activity center.~~

~~The Land Development Code shall contain provisions that facilitate multiple uses on the same site or parcel or within the same building and shall address, at a minimum, the following:~~

- ~~a. Permitted uses include retail, office, restaurants, service, business, governmental and residential.~~
 - ~~i) Except for newly constructed stand-alone apartments, motels, hotels and other tourist or student accommodations, residential uses shall be located above the first floor of the structure wherein the residential use is located. However, a percentage of the first floor (ground floor) area may be used for residential uses and uses ancillary to such residential use provided that the residential or ancillary use does not front Main Street, Wilson Street and certain connecting side streets between the two as identified in the Land Development Code. The Land Development Code shall include provisions establishing the percentages and limits thereto, which may vary depending on the uses and proposed development activity but such percentage and limitation shall not exceed 50% of the ground floor area. Residential ancillary uses include, but are not limited to, administrative and registration areas, facilities for mail and package delivery, maintenance and storage, elevators and stairwells.~~
 - ~~ii) To maintain and improve the commercial activity in the designated area, first floor uses fronting Main Street or Wilson Street and connecting side streets identified in the Land Development Code shall be limited to retail, office, public facilities, restaurants, and other commercial uses as defined in the Land Development Code.~~
 - ~~iii) Industrial uses are not permitted within this category unless the products produced are sold at retail from the premises. The Land Development Code shall identify those uses classified as Industrial within and specific to this category.~~
- ~~b. The Land Development Code shall include innovative provisions to address the parking needs for the area where needed. The provisions may include shared parking, payment in lieu of parking (to be used for the provision of public parking in the area), private parking facilities located at the rear of property developed or redeveloped, requirements for proximate parking (within a specified, convenient walking or shuttle distance from the development or redevelopment), and other arrangements to insure adequate and functional parking facilities are available to current and future residents and uses. Nothing in this policy shall be interpreted as requiring a change to the public parking provisions in the Land Development Code that exist on August 25, 2014.~~

~~For those buildings existing on August 25, 2014, with two or more floors, the provision of any required parking may be delayed for a time specified in the Land Development Code if the floors above ground level are converted to a residential use.~~

- ~~e. It is the City's intent to shift downtown mobility from one solely focused on cars to one that also relies on pedestrian, bike and transit modes. The Land Development Code shall include provisions to encourage the use and provision of bicycles and bicycles facilities, pedestrian ways and transit stops. Density bonuses may be granted for the provision of such facilities and extra bonuses may be granted for those development or redevelopments projects that enhance/improve the pedestrian and bicycle connectivity between the downtown area and Twin Hills Park.~~
- ~~d. Properties in this category may be developed with up to 22 dwelling units per gross acre within the category, not including motels or hotels. Thus, with about, 72.09 acres, more or less, in the category, the number of residential units is limited to 1,586 within the category. If this threshold is reached, an amendment to this policy is required if more units are desired in the category. An allocation formula or technique shall be included in the Land Development Code in order to provide for the density bonuses referenced above;~~
- ~~e. The Floor Area Ratio for non-residential uses shall be 3.5 and includes motels and hotels.~~
- ~~f. Any required setbacks shall be as specified in the Land Development Code. Minimal front and side setbacks, if any, are encouraged.~~

(9) ~~Mixed Use—Residential/Commercial (MX-RC)~~

a. ~~Description:~~

~~This category is intended to serve as a buffer zone between commercial and residential development and to encourage and allow for a mixture of residential, office, and low intensity commercial and convenience uses within areas located outside of the downtown commercial core and also in areas determined to be appropriate for a mixture of uses due to existing development patterns, location, availability of public facilities, and market demands.~~

b. ~~Permitted Uses:~~

~~Uses permitted within this district shall be limited to residential, low intensity commercial, office and public institutional uses. Non-residential~~

~~(and uses shall be allowed provided compatibility with residential uses is established through recognized methods of transitioning, buffering and/or separation of incompatible uses.~~

e. **Residential Density:**

~~A density of up to 10 dwelling units per acre (10 du./ac) is allowed.~~

d. ~~Clustering of dwelling units may be considered for approval to achieve a mixture of housing types and to preserve open spaces left in a natural state. Density bonuses delineated in the Land Development Code shall be considered in this category but at no time shall density be increased to over 15 units per acre.~~

e. **Non-Residential and Mixed-Use Intensity:**

~~The Floor Area Ratio (FAR) of non-residential development shall not exceed 0.80. The FAR shall not exceed 1.75 for mixed-use development.~~

Comment [NS26]: Remove DMU and MX-RC

- (14) (5) The **Public Lands/Institutional** category is intended for lands used for passive or active recreation, schools, churches and places of worship, municipal functions, County, State or Federal functions, utility facilities, and other functions planned for property owned by Local, State or Federal agencies or governments.

Public lands to be used for recreation in this category may include all types of indoor or outdoor facilities. Lands and/or buildings intended for sport, game and other recreation activities, including meeting rooms and food service areas are permitted.

Commercial uses such as refreshment stands, food service, souvenir shops, and bait and tackle shops are permitted only as an accessory use to a permitted principal use or part of a temporary event or function conducted on the property with the consent of the agency or government controlling the property.

Site Plan approval by the City Council is required prior to the issuance of a Development Order for any land in this category.

~~(The impervious surface coverage shall not exceed 70% 80% and the FAR for this category is 0.8 2.0)~~

Comment [NS27]: Check this. Public is not in current chapter 6

- (14) (6) The **Conservation** land use category is intended to protect important resources. Placing lands in this category is intended to result in the conservation, preservation, protection or management of environmentally sensitive lands or other important resources.

Comment [NS28]: Changed. Fixed

No dwelling units or commercial activities are allowed in this category. Passive recreation uses that are consistent and compatible with the conservation purpose of the category may be allowed. Such passive uses may include walkovers, viewing platforms, information signs, etc., and are governed by an impervious surface coverage of 5%.

The Land Development Code includes the City's Zoning Ordinance, subdivision regulations and other provisions governing the height, area and bulk of proposed development and re-development, landscaping, open space requirements, parking, access and other similar provisions. These and all other relevant provisions of the City's Code and regulations apply, as appropriate, to each land use category and govern the development of all land within the City.

Policy 7.A.3.5 - The City shall continue enforcement of the limitations placed on non-conforming uses of buildings, non-conforming uses of land, changes in use classifications and districts, and restoration and occupancy of damaged buildings as provided by Chapter 102 of the City Code as a means to eliminate expansion of non-conforming land uses which are inconsistent with the Future Land Use Maps.

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).

Policy 7.A.4.1 - The LDC shall contain provisions that promote the natural functions of the topography, forests, natural areas and wetlands associated with surface waters within the City. Enhancement projects will be encouraged or required where appropriate. Note: Appropriate shall be defined as any time a proposed project would directly impact and degrade the natural functions associated with the features listed in this policy (also, see Policies 11.A.2.4, 11.A.2.5, 11.A.2.6, 11.A.3.1, 11.A.3.2, 11.A.3.3, 11.A.3.4, 11.A.3.5, 11.A.3.6 among others).

Policy 7.A.4.2 - The LDC shall include regulations that control the extraction of natural resources and such extraction shall be permitted only where compatible with adjacent land uses and where minimal resource degradation will occur. Further, extraction of natural resources shall be permitted only when in conjunction with construction projects. Such extraction shall be conducted so as to retain the resource upon completion of such construction. Note: The extent of resource retention will be defined within the approved development orders or development permits issued for any particular project or site.

Policy 7.A.4.3 - The LDC shall include provisions which require the identification of flood prone areas in advance of the issuance of a development permit. The LDC shall contain provisions to regulate construction within such flood prone areas.

Policy 7.A.4.4 - The LDC shall include provisions which will require identification and preservation of significant archeological and/or historic sites or structures within the City.

Policy 7.A.4.5 - The LDC shall contain regulations which must be followed any time a proposed development may impact an historic site within the City. Note: The Florida Department of State, Division of Historic Resources has identified one (1) site within the City which has potential historic significance. Protection of this site will be accomplished through regulations contained within the LDC (reference Chapter 3, Foundation Documents). The regulations will include protection for the site referenced in this policy and will be developed in cooperation with the Office of Secretary of State, Division of Historical Resources. The regulations will include provisions which require the cessation of land disturbing activities any time artifacts with potential historical significance are revealed during construction activities on any site with potential historical significance. The purpose of the cessation is to allow time to determine the significance of any artifact or historical evidence found on the site. The cessation may be lifted upon such determination. Normally, determination will be made by those approved to make such determination by the Office of the Secretary of State, Division of Historical Resources.

Objective 7.A.5 - Coordinate area population densities with the Okaloosa County Hurricane Evacuation Plan upon adoption of this Ordinance (reference Chapter 11 of this Ordinance).

Policy 7.A.5.1 - Population density shall be limited to those densities reflected on the Future Land Use series and as described in Policy 7.A.3.4 (reference Chapter 102 of the City Code).

Policy 7.A.5.2 - The City shall promote, to the extent possible, improvements to the critical roadway segments delineated in the Tri-State Hurricane Evacuation Study, U.S. Army Corps of Engineers, June 1986, (reference Appendix C of the Study).

Policy 7.A.5.3 - The City shall continue its active and aggressive support for the widening of SR 85 from Crestview to the Alabama state line (also, see Policy 8.A.1.8).

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.

Policy 7.A.6.1 - The City shall prioritize its Capital Improvements funding in a manner that generally assigns first priority to the renewal and replacement of existing obsolete or worn out facilities in order to provide infrastructure capacity necessary to private sector development or redevelopment activities (reference Policy 14.A.1.3 of this Ordinance).

Policy 7.A.6.2 - The City shall require the rehabilitation and reuse of governmental facilities, structures and buildings as the preferred alternative to new construction (reference Policy 14.A.1.4 of this Ordinance).

Policy 7.A.6.3 - The City shall utilize its fiscal resources and stringent land development regulations together with the available, existing and planned infrastructure to allow "infill" development or redevelopment. Note: There is little opportunity for leap-frog type development in Crestview inasmuch as infrastructure needed to serve undeveloped parcels is in place or planned

for those areas containing significant vacant or undeveloped parcels. Thus, infill type development is the only type development anticipated during the planning period within the City.

Policy 7.A.6.4 - Public facilities and services shall be located to minimize their costs, minimize their impacts on the natural environment and maximize their efficiency (reference Table 14-1). Impacts on the natural environment and efficiency of proposed public facilities shall be considered and delineated by the City (or its professional consultants, i.e., engineers) during the design phase of any public facility. Cost for such facility shall be estimated by the City (or its consultants) and finally determined pursuant to the City's bid process for the acquisition or construction of public facilities or services. Impacts on the natural environment, efficiency of public facilities and cost considerations shall be determined in advance of project construction for those projects conducted by the City using its own forces or the forces of others (reference Policies 8.A.1.6, 8.A.1.7, 8.A.5.1, 10.A.1.5, 10.A.2.1, 10.A.2.2, 10.A.2.3, 10.B.1.2, 10.C.1.3, 10.C.2.1, 10.D.2.1, 10.D.2.2, 10.D.3.2, 10.D.3.3, 11.A.2.1, 11.A.2.3, 11.A.2.4, 11.A.2.5 and 11.A.4.4).

Policy 7.A.6.5 - The City shall implement the land use categories shown on the Future Land Use Map by including the City's Zoning Ordinance within the LDC (reference Policy 7.A.1.2(2)). No zoning change or plan amendment shall be approved unless a finding is made that such zoning change and plan amendment will promote compact urban development and not encourage urban sprawl. The local planning agency shall be responsible for making such finding.

Comment [NS29]: Fixed

Policy 7.A.6.6 - The City shall continue to utilize the annexation policy adopted by the City Council on May 29, 1990 as amended periodically (reference Chapter Four, Foundation Document). This restrictive annexation policy requires an exhaustive review and evaluation before any land is annexed into the City. Application of the standards contained within the policy will terminate any opportunity for "leap-frog" type development. The LDC shall include requirements and provisions necessary to implement this policy. Among others, the provisions and requirements include:

- (1) Only consider areas for annexation which are unincorporated, contiguous to existing city boundaries, and are compact in form. Compact means the precluding of any action which would create enclaves, pockets or serpentine-like patterns.
- (2) Only consider areas for annexation in which the net revenues generated to the City are equal to or greater than the net annual maintenance expenditures.
- (3) Any capital improvements for the proposed annexation area which may be necessary according to city standards shall be borne by the property owner requesting annexation.
- (4) Only annex property which improves the delineation of city limit boundaries. Proposed annexation areas should make the city limit line clearly distinguishable using a major traffic arterial, body of water, or anything else of significance which physically and clearly identifies the boundary line. Note: zig-zagging of the City-

County lines makes the delivery of services (e.g., fire protection and police protection) confusing and sometimes difficult.

- (5) Avoid making the center line of a street the City limit line. Rear property lines should be utilized when possible. Note: When center lines are used, problems are created in terms of police calls for traffic accidents, road maintenance, sanitation service, street lights, etc.
- (6) Existing Okaloosa County (unless stated otherwise by state law) zoning and land use designations shall apply to lands being annexed into the corporate limits. Further, a comprehensive plan amendment is required to complete the annexation and to impose any City land use designation on the annexed property.
- (7) Allow adequate time for public input, notification and hearings pertaining to annexation requests.
- (8) Do not provide future City services in un-annexed areas until all areas in the City are provided with services. Also, ensure levels of service of the city infrastructure are not impaired pursuant to the comprehensive plan.
- (9) Follow the Municipal Annexation or Contraction Law, Chapter 171, Florida Statutes, for proper boundary annexation criteria plus comply with the Settlement Agreement, Case #00-3109-CA-TTB, City of Crestview versus Okaloosa County, ordered November, 2000, by the Circuit Court of the First Judicial Circuit in and for Okaloosa County, Florida.

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).

Policy 7.A.7.1 - The City shall include land acquisition within its Capital Improvements Element (reference Chapter 14) and within its Capital Improvements Program (reference Policy 14.A.5.1) when necessary to provide public lands for utility facilities.

Policy 7.A.7.2 - The City shall continue to require dedication of adequate rights-of-way pursuant to Chapter 102 of the City Code for use as roadways and by utilities for extensions or improvements.

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).

Policy 7.A.8.1 - The City Code shall continue to contain the Planned Unit Development (PUD) and Planned Mixed Development District (PMDD) techniques.

Policy 7.A.8.2 - The LDC shall contain the Zoning Ordinance (Chapter 102 of the City Code) and provisions which, at a minimum, contain:

- (1) Density, lot coverage requirements and height variations through the provision of two or more zoning districts designed to implement the commercial and/or development categories;
- (2) Sight and sound buffers between residential uses and more intensive uses;
- (3) Planned unit developments and PMDD developments, which are development types and zoning districts, shall be encouraged to include local or neighborhood convenience facilities within such developments when appropriate;
- (4) Mixed-use development; and
- (5) The LDC will contain provisions pursuant to Policy 8.A.1.2.

Objective 7.A.9 - Provide for and locate schools in a coordinated manner ensuring that the planning and construction of educational facilities are coordinated in time and location, concurrent with need, necessary services and infrastructure, and to ensure consistency with this comprehensive plan.

Policy 7.A.9.1 - Public, Charter and private schools are permitted in all land use categories shown on the adopted Future Land Use Map(s), except the Conservation category, consistent with the following criteria:

- (1) The proposed school location shall be compatible with existing and projected uses of adjacent property;
- (2) The location, arrangement and lighting of play fields and playgrounds shall be such that adverse impacts to adjacent residential properties are minimized;
- (3) Public facilities and services are, or will be, available with sufficient capacity to maintain the adopted level of service (LOS) for each facility or service upon completion of construction of the school;
- (4) The proposed school location contains no significant environmental constraints that would preclude development of an educational facility(s) thereon;
- (5) There will be no adverse impacts to archaeological or historical sites or structures listed on the State of Florida Historic Master Site File or to any sites designated by the City Council as having locally significant historic or archaeological value;
- (6) The proposed location contains soils and topographic features that are suitable for development or are adaptable for development and outdoor educational purposes;

- (7) The proposed location is of sufficient size to accommodate required parking and internal circulation;
- (8) Where feasible, the proposed site is so located to allow for co-location with parks, libraries and community centers;
- (9) The proposed location is not within the area regulated by §333.03(3), Florida Statutes, regarding the construction of educational facilities under approach and departure paths of aircraft using airports, including the Bob Sikes Airport; and
- (10) Middle schools and high schools shall be located on, or be directly accessible from, a collector or arterial roadway.

Policy 7.A.9.2 - Schools constructed after adoption of this policy are hereby designated "employment centers" and the provisions of Policy 7.A.2.3(b) apply.

Policy 7.A.9.3 - Pursuant to the provisions of Objectives 13.A.1 and 13.A.2 and Policies 13.A.1.1, 13.A.1.2, and 13.A.2.3, the City shall continue to coordinate activities with the Okaloosa County School Board and such coordination shall include the procedures and notification/response requirements, as well as all other relevant provisions related to planning and coordination, contained in Chapter 163, Part II and Chapter 235, Florida Statutes.

Objective 7.A.10 - Coordinate with Eglin AFB on land use decisions that may affect the missions of the military.

Policy 7.A.10.1 - The City shall continue to implement the applicable provisions of Florida Statutes Section 163.3175 regarding coordination and communication with the military (also, see Section 2.01 of this Plan).

Objective 7.A.11 - Encourage compatibility with Eglin AFB to protect public health and safety as well as preserve the benefits associated with Base missions.

Policy 7.A.11.1 - Prepare and adopt a Military Influence Overlay District (MIOD) that identifies the areas of the City that are subject to specific regulations to encourage compatibility with Military consistent with Sections 163.3175 and 163.3177, Florida Statutes. The following will be included:

- (1) The MIOD areas shall be shown on the Zoning Maps.
- (2) Any MIOD sub-zones shall be delineated on a map of the MIOD areas.
- (3) A note or information item shall be included on, or referenced on, the above maps and such note or information shall include "Development of properties located

within the MIOD may be subject to additional regulations so as to insure compatibility with Eglin AFB, as required by Florida Statutes.”

- (4) All applicants for development approval on lands within or adjacent to the MIOD areas or any MIOD sub-zones shall be provided with the map(s) and special regulations affecting property within such areas or sub-zones.
- (5) All applicants for annexation of property within an Okaloosa County MIOD area or MIOD sub-zone shall be provided with the maps and special regulations. ~~(Any property annexed and within a MIOD or sub-zone shall be limited to the following Future Land Use categories:~~
 - ~~a. Low Density Residential.~~
 - ~~b. Commercial.~~
 - ~~c. Industrial.~~
 - ~~d. Conservation, or~~
 - ~~e. Public Lands.]~~

Comment [NS30]: Changed

Policy 7.A.11.2 - Amend the Land Development Code to include provisions/regulations designed to encourage compatibility of future development with the missions of Eglin AFB and those needed to implement the MIOD. The provisions/regulations will address:

- (1) Safety
- (2) Noise
- (3) Vertical obstructions
- (4) Light and glare
- (5) Land use
- (6) Public awareness
- (7) Regulations unique to any sub-zones that may be affected by different military missions
- (8) Other provisions necessary to evaluate compatibility with military missions.

Policy 7.A.11.3 - The committee created pursuant to Policy 14.A.2.6 shall include in its annual reports any recommendations needed to update adopted standards, regulations or provisions,

including the MIOD and maps, in order to maintain compatibility with military missions and address changed conditions or missions.

Policy 7.A.11.4 - Promote public awareness of compatibility provisions and activities related to Eglin AFB.

- (1) When opportunities exist, ensure that real estate professionals are aware of the disclosure requirements associated with their license, including disclosure of the MIOD and related provisions.
- (2) The City shall display and distribute informational brochures provided by the military regarding its activities, City provisions regarding compatibility and information regarding radio interference provided by Eglin AFB.

Policy 7.A.11.5 - The City strongly supports a disclosure procedure and disclosure notification for all lands in the MIOD. The City will cooperate with Okaloosa County and the Property Appraiser's Office to use the Appraiser's data base as one way to accomplish notification to owners and prospective buyers.

Policy 7.A.11.6 - The City shall encourage and support efforts to cause recorded documents to include a notice that the property subject to the document is located near Eglin AFB and may be subject to the activities of the Air Force, including noise, vibration and low-level flight operations when such property is within a MIOD.

Policy 7.A.11.7 - To the extent feasible, the City shall ensure the availability to unobstructed airspace for military aviation and operations by:

- (1) Requiring buildings and towers not to exceed or penetrate the following airfield imaginary surfaces: Approach-departure surfaces, transitional surface, horizontal surfaces or conical surfaces associated with Duke Field, in a manner which would obstruct aircraft operations, air navigation, or line-of-sight communications; and
- (2) Requiring a statement from the Commander of Eglin AFB, or his representative, that a proposed structure with the potential to penetrate the imaginary airfield surfaces noted above would not interfere with the military's missions; and
- (3) Continuing to require applicants for tall structures to comply with the Federal obstruction standards contained in Title 14 of the Code of Federal Regulations, Part 77.

Policy 7.A.11.8 - When appropriate, the City will participate with the Northwest Florida Steering Committee to insure coordination of various aviation activities relative to land use decisions in the Region.

Policy 7.A.11.9 - Within any MIOD, all artificial lighting equipment (fixtures) shall be shielded with positive optical control so that all light emitted is projected below a horizontal plane extending from the bottom of the fixture. No building permit will be issued within the MIOD unless this requirement is met.

Section 7.05 Future Land Use Maps: The Future Land Use Map, figure 7-1, Future Land Use – 2020 as prepared by the City and adopted on May 24, 2010, is, by reference, made a part of this Ordinance including all future amendments, revisions and updates:

- (1) The following generalized land use categories are shown on the Future Land Use Map:
 - a. Residential use (low density, medium density, medium density limited, downtown mixed use and high density);
 - b. Commercial use;
 - c. Industrial use;
 - d. Recreational use;
 - e. Conservation use;
 - f. Mixed-use;
 - g. Public lands (includes educational facilities, public buildings and grounds and other public facilities) uses; and
 - h. Public water wells, lakes, rivers and other water bodies are all shown on the Future Land Use Map.
 - i. Wetlands are shown on Figure 7-6A titled, City of Crestview Generalized Wetlands as prepared by Barrett, Daffin and Carlan, Inc. and dated January 1990.
 - j. Soil associations are shown are Figure 7-9, titled, Soil Associations as prepared by the Florida Department of Administration, Division of State Planning, Bureau of Comprehensive Planning, soil ratings and limitations and features affecting selected uses by Soil Association, November, 1973.

Section 7.06 Land Use Map Series: It is the intent of this Ordinance that the maps described in Section 7.05 above be the Future Land Use Map Series for the City of Crestview.

Section 7.07 Amendments: The Future Land Use Map Series may be amended by following the requirements in Section 5.13 of this Ordinance. However, it is not necessary to amend the Future

Land Use Maps when a re-zoning occurs within the same land use category or when a down zoning occurs to lessen density or intensity of development within the same land use category.

Section 7.08 Zoning Maps: The LDC shall contain the Zoning Ordinance of the City of Crestview (Chapter 102 of the City Code) as well as the Zoning Maps adopted pursuant to said Chapter. The Zoning Ordinance and Zoning Maps are designed to implement the Future Land Use Maps. Thus, within any given future land use category there may be one or more zoning district designations. For example, the future land use commercial category may include several zoning districts within the category and such districts will be delineated on the Zoning Maps as opposed to the Future Land Use Maps (reference Policy 7.A.3.1).

Section 7.09 Implementation: The Future Land Use Map Series will be implemented through inclusion within the LDC of the necessary regulatory devices to promote, control and regulate land uses. These devices include, but are not limited to, a zoning ordinance, a subdivision ordinance, a standard building code and the several ordinances necessary to implement Policy 7.A.1.2 as well as other ordinances controlling land development or construction practices.

CHAPTER 8

TRANSPORTATION ELEMENT

Section 8.01 Purpose: The purpose of this Chapter (element) is to establish the desired and projected transportation system within Crestview and to plan for future motorized and non-motorized traffic circulation systems. Future traffic circulation systems are supported by the goals, objectives and policies of this element and are depicted on the Traffic Circulation Map (Figure 8-1) which is incorporated herein by reference.

Section 8.02 Data and Analysis: This Chapter (element) is based upon data and analysis requirements pursuant to the rules in effect when the Plan was adopted and amended (reference Sections 5.03, 5.06 and 5.07 of this Ordinance and Chapter 5 of the Foundation Documents).

Section 8.03 Mass Transit, Aviation and Deep-Water Ports: Not applicable. There is no mass transit system within the City of Crestview nor is one planned during the planning period. Similarly, there are no airports or deep-water ports located within the City. Therefore, there are no goals, objectives or policies relating to these issues within this plan.

Section 8.04 Goals, Objectives and Policies: The Goals, Objectives and Policies of this element are as follows:

Goal 8.A - Provide a safe, cost effective and functional roadway and transportation system for all residents and visitors to the City of Crestview.

Objective 8.A.1 - Continually provide for safe, convenient, efficient and cost effective motorized and non-motorized traffic circulation within the City upon adoption of this Ordinance.

Policy 8.A.1.1 - The City hereby adopts level of service C as the minimum operating level of service for local roads within the City.

Policy 8.A.1.2 - All new developments, including but not limited to, planned unit developments, shopping centers, multi-family residential projects and other projects with internal circulation and parking needs shall be required to provide safe and convenient on-site traffic flow, labor intensive transportation facilities and sufficient vehicular parking to accommodate the needs of the development. Where Feasible, development shall be required to provide shared/cross access and/or cross access easements to reduce the need for use of the external roadway system and to minimize access points and turning movements. Said provisions shall be delineated within the Land Development Code (reference Policy 7.A.1.1).

Policy 8.A.1.3 - All new road construction projects within the City shall accommodate labor intensive transportation. Such accommodation may include the installation of signage, striping of roadways, installation of sidewalks, widening of shoulders, installation of sidewalk ramps at intersections, and the like.

Policy 8.A.1.4 - The LDC shall address the control of connections and access points of driveways to arterials and collector roads to facilitate safe and efficient access. Regulations shall be included within the LDC to control the distance between new access points consistent with Florida Statutes and FDOT Guidelines. In addition, the subdivision of lands along state roads shall be allowed only if access to the resulting parcels would not require a variance from FDOT access standards or if shared access easements and/or service roads are included on the recorded plat thereby abiding by the FDOT access standards to state roads.

Policy 8.A.1.5 - Coordinated access routes (service roads) shall be encouraged, or required, for developments adjacent to major roadways within the City.

Policy 8.A.1.6 - The LDC shall contain regulations which provide for all future developments to pay all costs and construct all roads within the development to City standards so that the roads, upon construction, may be accepted into the City's road system (reference Objective 14.A.4).

Policy 8.A.1.7 - The City shall prioritize its maintenance and reconstruction activities pursuant to Policy 14.A.1.3 together with any cost/benefit analysis, traffic safety analysis and analysis of the physical conditions of the various roadways within the City. Said analyses may be performed by the City or others. If performed by others the manner and methods of analyses must be approved by the City.

Policy 8.A.1.8 - The City will continue its efforts to develop a two-lane circumferential route around the City. The route shall follow existing rights-of-way whenever possible. The first priority in developing this route will be in the northern sector of the City so as to provide additional ground transportation to Bob Sikes Airport. In addition, this route, upon completion, will provide relief for the S.R. 85 - U.S. 90 intersection.

Policy 8.A.1.9 - In cooperation with the TPO, participate in the development of the "Five Year Transit Development Plan" with emphasis on the establishment of numerical indicators against which the mobility goals of the City can be measured, such as modal split, annual transit trips and automobile occupancy rates.

Policy 8.A.1.10 - Continue to support the Okaloosa County Coordinated Transportation Program, the WFRPC's Park and Ride program, and the County's "WAVE" public transit system. Also, the City will continue its active participation with the MPO and the development of its Congestion Management System Plan in order to increase use of alternatives to single occupancy vehicles, alter trip patterns and improve traffic flow, among other things.

Policy 8.A.1.11 - Participate in the implementation of the F.W.B. Urbanized Area TPO Plan strategies to facilitate local traffic use of alternatives to the Florida Intrastate Highway System to protect its interregional and intrastate functions and direct through traffic onto principal arterials (SR 85, U.S. 90 and I-10) and away from local streets.

Policy 8.A.1.12 - Applicants for development approval for projects with impacts to any road improvement project listed in Table 14-1-T may be required to:

- (1) Construct all or part, depending on the level of impact, of a listed improvement; or
- (2) Improve an existing road if listed or deemed necessary during the development review process; or
- (3) Contribute impact fees toward one of more of the listed improvements.

Objective 8.A.2 - Maintain the design function of roadways for present and future residents upon adoption of this Ordinance.

Policy 8.A.2.1 - The minimum acceptable level of service standard for roadways on the Strategic Intermodal System (SIS), the Florida Intrastate Highway System, and those funded under the Transportation Regional Incentive Program, shall be in accordance with the Statewide Minimum Level of Service Standards for the State Highway System published in Rule 14-94 of the Florida Administrative Code as existing on May 27, 2008, or the rule variance issued by the FDOT in DOT CASE NO. 08-010, Final Order granting variance dated April 21, 2008.

The peak hour (100th highest hour) LOS standards for collector and arterial roads within the City are hereby adopted as follows:

- (1) SR 85 Long Term Transportation Concurrency Management System - SIS portion from south City limits to I-10

LOS C (temporary LOS D pursuant to Variance)

From I-10 to Redstone - LOS D

From Duggan/Aplin to US 90 (SR 10) - LOS D

- (2) SR 85 from Redstone to Duggan/Aplin - LOS E
- (3) SR 85 from US 90 (SR 10) to City limits (north) - LOS D
- (4) SR 10 from City limits (west) to SR 85 - LOS D
- (5) SR 10 (US 90) from SR 85 to City limits (east) - LOS D
- (6) SR 8 (I-10) from City limits (west) to SR 85 - LOS C
- (7) SR 8 (I-10) from SR 85 to City limits (east) - LOS C

(8) All collector roads

- LOS D

The LOS standards adopted herein were established by the City in cooperation with the Florida DOT, the Okaloosa Walton TPO and Okaloosa County.

Policy 8.A.2.2 - The City shall continue to use funds from various sources so as to complete the improvements listed in Table 14-1-T, thereby providing relief to SR-85.

Policy 8.A.2.3 - The City shall continue its practice of reconstructing or resurfacing local streets on an annual basis (reference Table 14-1).

Policy 8.A.2.4 - In addition to the improvements referenced in Policy 8.A.2.2, impact fees collected by the City may be used toward the completion of a comprehensive long-range transportation plan, implementation of any express transit service between Crestview and Eglin AFB, and for funding short term improvements to relieve congested facilities.

Policy 8.A.2.5 - In order to generate sufficient funds to make needed roadway improvements (see Table 14-1-T), the City shall develop a fair and equitable roadway impact fee to be imposed on all new development or redevelopment activities, except such fees shall not be imposed on the construction on a single-family lot existing prior to the effective date of the fee (April 26, 2009). The amount and implementation of the fees shall be guided by the 2008 Impact Fee Study (data and analysis) conducted by the City, with professional assistance from Moore Bass Consulting, and consistent with Florida Law. Periodic adjustments or the fee schedule are anticipated to address changed conditions or circumstances, which adjustments, if any, shall only become effective upon approval by the City Council.

Policy 8.A.2.6 - The City will include right-of-way protection provisions within the LDC (reference Policy 7.A.1.1).

Objective 8.A.3 - Coordinate the traffic circulation system with the future land uses shown on the Future Land Use Map (Figures 7-1) upon adoption of this Ordinance.

Policy 8.A.3.1 - All land use decisions shall be consistent with the adopted Future Land Use Map series and the Traffic Circulation Map (Figure 8-1).

Policy 8.A.3.2 - The City shall continue its practice of providing or requiring the provision of labor intensive transportation systems to link residential areas with recreational and commercial areas in a safe manner (reference Policies 8.A.1.2 and 8.A.1.3).

Policy 8.A.3.3 - The committee appointed pursuant to Policy 14.A.2.6 annually shall evaluate City traffic volumes and system demands in order to monitor and identify impacts of new growth. The committee's report shall be submitted to the LPA and City Council pursuant to Section 14.06 of this Ordinance.

Objective 8.A.4 - Coordinate the City's decision-making process with the plans and programs of the Florida DOT and the Fort Walton Beach TPO upon adoption of this Ordinance (reference Section 17.01).

Policy 8.A.4.1 - The City will review the activities of the Florida DOT and continue its participation with Fort Walton Beach TPO and shall participate in the preparation of the cost feasible plan as it affects Crestview.

Policy 8.A.4.2 - The City will participate in, review, and monitor, the annual updates of the five (5) year construction plan (FDOT) as prepared by the Fort Walton Beach TPO so as to ensure that activities of the City and the construction plan are consistent.

Objective 8.A.5 - The City shall provide for the protection of existing and future rights-of-way from building encroachment within the Land Development Code (reference Policy 7.A.1.1).

Policy 8.A.5.1 - The City shall continue to enforce Chapter 102 of the City Code (the Zoning Ordinance) and include said Ordinance within the LDC (reference Policies 7.A.1.1, 7.A.1.2 and 7.A.7.2). Note: The Zoning Ordinance provides adequate setbacks along all area roadways, including state highways, so that existing rights-of-way are protected from building encroachment.

Objective 8.A.6 - The City shall continually take steps and actions designed to relieve congestion on area roadways, especially SR 85.

Policy 8.A.6.1 – In cooperation with the FDOT, TPO and Okaloosa County, the City will establish a multi-modal transportation district (MMTD) by July 1, 2009. Any modifications to this Plan necessary to implement the MMTD shall be made prior to December, 2009. Such modifications will include the delineation of the District on the Future Land Use Maps and Future Traffic Circulation Maps.

Policy 8.A.6.2 - Among other things, the MMTD will include improvements and modifications to the Okaloosa County “WAVE” public transit system by placing transit facilities within an appropriate radius from residential development, especially medium density and high-density areas and the downtown area. The timing and headways of transit service will be recommended for modification to best serve the commuting population.

Policy 8.A.6.3 - The City will work with the FDOT, TPO, Okaloosa County and Eglin AFB to create opportunities for workforce commuter service, including, but not limited to, the identification of additional feasible park and ride locations and encouraging or requiring new development to promote the use of the commuter services (which may include park and ride locations or transit stops as part of the development).

Policy 8.A.6.4 - Promotion of any commuter services shall be a priority and toward that end, the City may provide for private sector subsidies to defray the costs associated with such promotion. Among other techniques, the City may allow advertising at or on transit stops, park and ride locations and use of such in promotional brochures promoting the private sector business or

interests. The City may appropriate public funds for promotion of commuter service if private funds are deemed insufficient.

Policy 8.A.6.5 - The City will continually coordinate with the FDOT and Okaloosa County to accomplish short term improvements to area roadways. At least annually, the City shall identify areas for improvement, including but not limited to, the adequacy of stacking and turn lanes (location and length), use of traffic circles at strategic locations, signal timing, median openings or closures, service roads and cross connections. The committee appointed pursuant to Section 14.06 shall include in its annual reports recommendations to accomplish any improvement so identified. Such recommendation(s) shall be provided to the appropriate agency for action or consideration upon approval of the recommendation by the LPA and City Council. Funds generated by new development may be used to further the intents of this policy or to affect the identified improvement(s).

CHAPTER 9

HOUSING ELEMENT

Section 9.01 Purpose: The purpose of this element is to provide guidance to the City for appropriate plans and policies needed to meet identified or projected deficits in the supply of housing. These plans and policies address governmental activities as well as provide direction and guidance to the efforts of the private sector.

Section 9.02 Data and Analysis: This Chapter (element) is based upon the data and analysis requirements pursuant to the requirements in effect when the Plan was adopted or amended (reference paragraphs 5.03, 5.06, and 5.07 of this ordinance and Chapter 6 of the Foundation Documents).

Section 9.03 Goals, Objectives and Policies: The Goals, Objectives and Policies of this element are as follows:

GOAL 9.A - Ensure the provision of safe, affordable and adequate housing for the current and future residents of the City.

Objective 9.A.1 - Provide guidance and direction to the public and private sectors for the provision of adequate and affordable housing for present and future residents and for households with special housing needs by implementing Policies 9.A.1.1 through 9.A.1.11, upon adoption of the LDC (reference Policy 7.A.1.1).

Policy 9.A.1.1 - The Future Land Use Maps (and Zoning Maps) continually shall provide for sufficient development or re-development opportunities within residential areas.

Policy 9.A.1.2 - Annually, the City will review its regulatory and permitting process and evaluate changes necessary to improve the public and private sector housing delivery process (reference Policy 9.A.7.4).

Policy 9.A.1.3 - The LDC shall include an efficient and easily followed permitting process. The process shall include the use of checklists and referrals to appropriate Regulatory Agencies.

Policy 9.A.1.4 - The LDC shall include criteria guiding the location of housing for very low, low and moderate-income families, mobile homes, group homes, foster care facilities and households with special needs. (Reference Policies 7.A.2.1, 9.A.1.6, 9.A.1.7, 9.A.1.8, and 9.A.1.11).

Policy 9.A.1.5 - The City shall cooperate with the appropriate local, state and federal agencies (Crestview Housing Authority, Okaloosa County, Escambia County Housing Finance Authority, the Florida Department of Health and Rehabilitative Services and the U.S. Department of Housing and Urban Development) so as to provide housing assistance for present or future residents in need of same.

Policy 9.A.1.6 - Mobile homes shall be permitted in areas designated Residential on the Future Land Use Map, provided they meet all City building, architectural, aesthetic, landscaping and similar regulations, consistent with §553.38(2), F.S., and §320.8285(5), F.S.

Policy 9.A.1.7 - The City will include criteria in the LDC for the development of group homes and such homes shall be located within areas designated on the Future Land Use Map (Figure 7-1) as ~~medium density residential~~.

Comment [NS31]: Changed

Policy 9.A.1.8 - The LDC shall include criteria for the location of foster homes and such foster homes shall be located within any residential area designated on the Future Land Use Maps (Figures 7-1).

Policy 9.A.1.9 - The City will continue to encourage the Okaloosa County Board of County Commissioners to establish a county-wide Housing Finance Authority as soon as possible.

Policy 9.A.1.10 - The LDC shall include Chapter 32 of the City Code of Ordinances. Chapter 32 of the City Code addresses fair housing practices within the City and fosters non-discrimination in the provision of housing opportunities (reference Chapter Six of the Foundation Document).

Policy 9.A.1.11 - The City will provide adequate areas for affordable housing by including regulations within the LDC which permit zero lot line developments in medium and high density residential areas and permit cluster housing in all residential areas provided certain criteria are met. For the purposes of this policy, the criteria will include the size, character and development plans proposed for any particular parcel or site.

Objective 9.A.2 - The elimination of substandard housing conditions and the structural and aesthetic improvement of existing housing stock by 2005.

Policy 9.A.2.1 - The City shall use the data generated by the 2010 census, when available, to identify substandard housing within the City.

Policy 9.A.2.2 - The LDC shall include provisions and regulations which direct the elimination of substandard housing identified pursuant to Policy 9. A.2.1.

Policy 9.A.2.3 - The LDC shall contain the Standard Unsafe Building Code which will continue the City's practice of removing, or causing the removal of, housing stock with structural deficiencies.

Policy 9.A.2.4 - The LDC shall contain provisions requiring landscaping and open space (reference Chapters 42 and 102 of the City Code) for new development so that aesthetic improvements in residential areas can be achieved.

Policy 9.A.2.5 - The City will continue to strictly enforce its building and housing codes as well as its planning and zoning codes. In addition, the City will review its building, housing, planning

and zoning codes and code requirements to ensure that quality of housing and integrity of neighborhoods is adequately addressed.

Objective 9.A.3 - Provide adequate areas and infrastructure for housing for very low, low and moderate-income families, mobile homes, group homes, and foster care facilities by including regulations requiring the provision of adequate areas and infrastructure within the LDC (reference Policy 7.A.1.1).

Policy 9.A.3.1 - The City shall implement the Concurrency Management System (reference Chapter 6 of this Ordinance) upon adoption of the LDC.

Policy 9.A.3.2 - The LDC shall contain provisions which require the connection of facilities described in Objective 9.A.3 to central sewage systems whenever such systems are available pursuant to definition. If such central system is not available, then the proposed housing will be required to obtain septic tank permits from the Florida Department of Health and Rehabilitative Services prior to receiving development permits from the City (reference Policy 11.A.2.3). Note: While this policy specifically relates to the housing types referenced in Objective 9.A.3., this rule applies to all structures of any description within the City.

Policy 9.A.3.3 - Principles and criteria guiding the location of housing for very low, low and moderate income families, mobile homes, group homes and foster care facilities shall be included within the LDC and pursuant to Policies 7.A.2.1, 9.A.1.6, 9.A.1.7 and 9.A.1.8. (Reference Policy 9.A.1.11).

Objective 9.A.4 - The LDC (reference Policy 7.A.1.1) shall include regulations necessary to conserve, rehabilitate or, when necessary, demolish substandard housing within the City.

Policy 9.A.4.1 - The City shall continue enforcement of its land development regulations so that conservation or rehabilitation of housing may be achieved and extend the useful life of the existing housing stock and stabilize or improve existing neighborhoods, including the aesthetic appeal of such neighborhoods.

Policy 9.A.4.2 - The LDC shall contain techniques and methods necessary to the conservation or rehabilitation of existing housing stock. These methods may include, but are not limited to, the following:

- (1) Incentives for adaptive re-use of existing structures; and
- (2) Participation in state and federal winterization programs.

Objective 9.A.5 - The City will continue to ensure the protection of historically significant structures (see policies 7.A.2.4 & 7.A.4.5).

Policy 9.A.5.1 - The LDC shall include criteria for the determination of appropriateness for preservation of historic structures.

Policy 9.A.5.2 - The LDC shall include regulations which require the identification of historically significant structures in advance of the issuance of a building permit (reference Policies 7.A.4.4 and 7.A.4.5).

Policy 9.A.5.3 - The City shall continue to use the Florida Department of State, Division of Historic Resources as a resource for identification of historic sites within the City.

Objective 9.A.6 - Provide relocation assistance or housing during the process of housing rehabilitation upon adoption of this Ordinance.

Policy 9.A.6.1 - The City will continue to seek grants to provide for relocating low and moderate-income persons during the housing rehabilitation process.

Policy 9.A.6.2 - The Crestview Housing Authority shall continue its Housing Assistance Referral Program in cooperation with the other agencies identified in Policy 9.A.1.5.

Policy 9.A.6.3 - All plans for public programs and projects which would involve the displacement of residents shall include a housing relocation plan which contains provisions for interim or permanent housing for displaced persons.

Policy 9.A.6.4 - The Crestview Housing Authority shall continue to provide assistance in identifying housing options for very low, low and moderate-income families and disadvantaged individuals.

Objective 9.A.7 - Implement housing programs on an "on-going" basis upon adoption of this Ordinance and by implementing Policies 9.A.7.1 through 9.A.7.4, among others.

Policy 9.A.7.1 - The City will cooperate with the agencies identified in Policy 9.A.1.5 to facilitate bond backed low interest mortgage loans for home purchases by qualified individuals or families.

Policy 9.A.7.2 - The City will continue to cooperate with the agencies identified in Policy 9.A.1.5 so that residents in need may take advantage of various state and federal programs including, but not limited to, the U.S. HUD, Section 8, Housing Assistance Program, the Section 8 Voucher Program (including "finders-keepers") and others.

Policy 9.A.7.3 - The Crestview Housing Authority shall be the lead agency within the City for the provision of assistance and coordination of housing programs (reference Chapter 32 of the City Code).

Policy 9.A.7.4 - Pursuant to Policy 9.A.1.2, the City will review its regulatory and permitting program on an annual basis and evaluate changes necessary to improve the public and private sector housing delivery process. Such review shall be conducted within the time frame identified in Section 14.06 of this ordinance. The review shall be conducted by the Crestview Housing Authority. During each annual review, opportunities for involvement of the City and/or the

Authority, including partnerships, with the private and non-profit sectors involved in housing delivery programs shall be analyzed. When opportunities exist for involvement of the City, such opportunity(s) shall be reported to the City Council for guidance and decision. Note: In addition to the above, the review is designed to improve coordination between participants involved in housing production.

CHAPTER 10

INFRASTRUCTURE ELEMENT

(SANITARY SEWER, SOLID WASTE, STORMWATER, POTABLE WATER, AND NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT)

Section 10.01 Purpose: The purpose of this Chapter (element) is to provide for necessary public facilities and services correlated with the Future Land Use Maps (projections) and consistent with the goals, objectives and policies contained in this Ordinance.

Section 10.02 Data and Analysis: This Chapter (element) is based upon the data and analysis requirements pursuant to the rules in effect when the Plan was adopted and amended. Reference Sections 5.03, 5.06 and 5.07 of this Ordinance and Chapter 7 of the Foundation Documents.

Section 10.03 Natural Groundwater Aquifer Recharge: NOT APPLICABLE. There are no identified prime (potable) groundwater or aquifer recharge areas within the City for the Floridan aquifer (reference Chapter 7, Exhibit A, Foundation Documents). Goals, Objectives and Policies regarding the sand and gravel aquifer are included at Section 10.08 of this Ordinance.

Section 10.04 Sanitary Sewer Goals, Objectives and Policies: The Goals, Objectives and Policies for sanitary sewer are as follows:

Goal 10.A - The provision of an environmentally safe and efficient wastewater collection, treatment and disposal system.

Objective 10.A.1 - Continually correct existing facility deficiencies, replace obsolete or worn-out facilities and maximize the use of existing facilities during the planning period.

Policy 10.A.1.1 - Continue to cooperate with Okaloosa County so as to eliminate sanitary sewer service areas with duplicate facilities.

Policy 10.A.1.2 - The City shall include LOS standards within ~~its LDC~~ the City Code and shall ensure the maintenance of LOS standards through implementation of the Concurrency Management System (reference Chapter 6 of this Ordinance).

Policy 10.A.1.3 - The LOS standards for sanitary sewer within the City shall be 108 gallons per capita per day (average daily demand) for both collection and treatment.

Policy 10.A.1.4 - The LDC shall contain detailed methodologies for determining available capacity and the impact upon capacity of any proposed development.

Comment [NS32]: LDC mention – Article VI – Concurrency and LOS standards

Comment [NS33]: Changed

Policy 10.A.1.5 - The City will maintain an infiltration/inflow rate of twenty (20%) percent of average daily flow or better.

Policy 10.A.1.6 - The City will continue to prohibit package treatment plants. Nothing in this policy shall be interpreted to prohibit pre-treatment facilities when necessary to serve individual businesses or industry (also, see Policy 11.A.2.3).

Policy 10.A.1.7 - The City will continue its efforts to have all properties within the City served by the central sewage system. The City will continue to implement the provisions of Section 90-107 of the City Code which, among other things, requires connection to the central sewer system within 30 days of notice if within 200 feet of the central system.

Objective 10.A.2 - Coordinate extensions of the collection system and increase in capacity of the entire system with the Future Land Use Maps and future facility needs upon adoption of this Ordinance.

Policy 10.A.2.1 - Extension of collection systems shall be provided by the private sector and consistent with the Future Land Use Map (Figure 7-1) (reference Policy 14.A.4.2).

Policy 10.A.2.2 - Prioritization of the reconstruction or rehabilitation of existing collection lines will be accomplished pursuant to Policy 14.A.1.3 of this Ordinance.

Policy 10.A.2.3 - The City will continue its practice of "pay as you go" growth as it occurs by periodically adjusting sewer impact fees and user fees as necessary (reference Policy 14.A.1.2).

Section 10.05 Solid Waste Goals, Objectives and Policies: The Goals, Objectives and Policies for solid waste are as follows:

Goal 10.B - An environmentally safe, efficient and cost-effective system for the collection and disposal of solid waste.

Objective 10.B.1 - Continually correct existing facility deficiencies, coordinate the increase in capacity of facilities to meet future needs and maximize the use of existing facilities during the planning period.

Policy 10.B.1.1 - The City shall continue enforcement of Chapter 32 and Chapter 70 of the City Code (Health and Sanitation and Solid Waste and Recycling services) so that all solid waste generated within the City is properly collected and disposed of.

Policy 10.B.1.2 - The City shall continue its efforts to develop alternatives to landfills. Such alternatives may include a pilot project for composting of solid waste or other technologically sound and environmentally sensitive methods for disposal so as to increase the useful life of existing facilities.

Policy 10.B.1.3 - The City will cooperate with the Regional Utility Authority and other units of local government in efforts to develop technologically sound, cost effective and long term solid waste disposal solutions.

Policy 10.B.1.4 - The City shall include LOS standards for solid waste collection within ~~its LDC~~ the City Code and shall ensure the maintenance of LOS standards through implementation of the Concurrency Management System (reference Chapter 6 of this Ordinance).

Comment [NS34]: LDC mention – LOS standards in Concurrency article vi

Policy 10.B.1.5 - The LOS standards for solid waste within the City of Crestview shall be five (5) pounds per capita per day.

Comment [NS35]: Changed

Policy 10.B.1.6 - The City shall prioritize solutions to its solid waste facility or equipment needs pursuant to Policy 14.A.1.3.

Section 10.06 Stormwater Goals, Objectives and Policies: The Goals, Objectives and Policies for storm water drainage are as follows:

Goal 10.C - An environmentally safe and efficient stormwater management system.

Objective 10.C.1 - Continually correct existing facility deficiencies and maximize the use and function of existing facilities including natural drainage features such as streams and lakes during the planning period.

Policy 10.C.1.1 - The City shall continue its practice of not issuing development permits for projects not meeting the design criteria for correcting existing deficiencies or meeting future drainage requirements.

Policy 10.C.1.2 - The City shall continue its practice of correcting localized drainage problems so that LOS standards are maintained (reference Policy 10.C.2.3).

Policy 10.C.1.3 - The City shall require the use of swale drainage on roadways (existing or new) to the maximum extent possible. Perforated pipe shall be used in situations where piping is necessary, and where conditions permit the practical application of such perforated pipe (also, see Policy 11.A.2.5).

Policy 10.C.1.4 - The City shall continue to operate its demand responsive system so as to identify and correct localized drainage or stormwater problems. The system is based upon citizen notification to the City and the City's immediate response to such notification regarding drainage or stormwater problems. Normally, the City reviews the circumstances regarding the localized drainage issue and develops and implements a solution to the problem.

Policy 10.C.1.5 - The LDC shall include land use regulations (reference Policy 7.A.1.1). In addition, the LDC shall include regulations which require site specific development plans to protect natural drainage features and incorporate such features into the site planning and development process.

Objective 10.C.2 - Provide stormwater facilities concurrent with demand created by future development (reference Chapter 6 of this Ordinance).

Policy 10.C.2.1 - Installation of stormwater management facilities made necessary by new development shall be the responsibility of the developer (reference Policy 14.A.4.2).

Policy 10.C.2.2 - The ~~LDC~~ City Code shall contain LOS standards for drainage and stormwater management (reference Policy 7.A.1.1).

Comment [NS36]: LDC mention – more LOS standards (stormwater)

Policy 10.C.2.3 - The LOS standards for stormwater shall be:

- (1) Retain the first inch of run-off on-site; and
- (2) Post development run-off shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with a 24-hour duration.

Note: The LDC shall include design and performance standards pursuant to the Environmental Resource Permit (ERP) requirements of Chapter 62-346, F.A.C. and Chapter 62-349, F.A.C.

Section 10.07 Potable Water Goals, Objectives and Policies: The Goals, Objectives and Policies for potable water are as follows:

Goal 10.D - An environmentally safe and efficient system for the provision of potable water.

Objective 10.D.1 - Continually correct facility deficiencies, replace obsolete or worn-out facilities and maximize the use of existing facilities during the planning period.

Policy 10.D.1.1 - The City shall include LOS standards within ~~its LDC~~ the City Code and shall insure the maintenance of LOS standards through implementation of the Concurrency Management System (reference Chapter 6).

Comment [NS37]: LDC mention – LOS standards article vi

Policy 10.D.1.2 - The LOS standard for potable water within the City shall be 125 gallons per capita per day (average daily demand).

Policy 10.D.1.3 - All improvements or expansions made to the potable water system shall be consistent with LOS standards and this Ordinance.

Objective 10.D.2 - Provide potable water facilities concurrent with demand (reference Chapter 6) upon adoption of the LDC (reference Policy 7.A.1.1).

Policy 10.D.2.1 - Cost for potable water facilities will be funded by user fees, special assessments or other devices determined appropriate by the City.

Policy 10.D.2.2 - Cost for water line extensions made necessary by new development shall be funded in total by the developer (reference Policy 14.A.4.2).

Objective 10.D.3 - Continually conserve potable water resources upon adoption of the LDC (reference Policy 7.A.1.1).

Policy 10.D.3.1 - The City shall cooperate with the Regional Utility Authority for water supply planning and financing alternatives.

Policy 10.D.3.2 - The LDC shall continue to include a Water Saving Devices Ordinance and the City shall continue to enforce Federal water saving devices requirements so as to achieve a reduction in Potable Water demand by households (on a per capita basis) of 20%.

Policy 10.D.3.3 - The City shall continue to study and evaluate the use of surface water to meet future potable water demands.

Policy 10.D.3.4 - An area of water resources concern may be established by the Northwest Florida Water Management District to protect the area's water resources from depletion, saltwater intrusion or man induced contamination, or from any other activity which may substantially affect the quality or quantity of the area's water resources. Within such area, the NFWFMD may establish lower permit thresholds, establish management and minimum levels, and stipulate any limiting conditions as necessary to monitor, manage, and control the use of water. The City of Crestview shall cooperate with the NFWFMD in its establishment of any areas of water resources concerns which may impact the corporate limits of the City of Crestview.

Policy 10.D.3.5 - Should an area be declared an area of water resources concern pursuant to Policy 10.D.3.4 above, the City shall include, within the LDC appropriate regulations to assist in the enforcement of the regulations which accompany such declaration. Specifically, the LDC shall include relevant portions of Section 40A-2.801, et. seq. of the Florida Administrative Code in order to provide for regulatory provisions to protect the quality and quantity of groundwater serving the City.

Policy 10.D.3.6 - In cooperation with the Northwest Florida Water Management District, the City has an Alternative Water Supply Plan. The alternative water supply sources include, but are not limited to:

- (1) Riverbank Filtration
- (2) Direct Stream withdrawal
- (3) Stormwater Collection and Treatment
- (4) Re-Use of Treated Waste Water
- (5) Interconnections with Auburn Water System and/or Okaloosa County Water System.

These alternative sources have been approved by the WMD and upon identification of cost feasible methods for implementation, the alternatives shall be included in the Schedule of Capital Improvements and the work plan shall be adopted into this Plan by reference.

Policy 10.D.3.7 - The City shall implement recommendations from the Northwest Florida Water Management District's Regional Water Supply Plan.

Policy 10.D.3.8 - The City shall maintain a Water Supply Facilities Plan for at least a 10-year planning period addressing water supply facilities and sources necessary to serve existing and future populations and in conjunction with the City's Consumptive Use Permit.

Policy 10.D.3.9 - The Water System Facilities Plan will be used to prioritize and coordinate the expansion and upgrade of facilities used to withdraw, transmit, treat, store and distribute potable water.

Policy 10.D.3.10 - The City shall continue to focus on conservation strategies, including, but not limited to:

- (1) Require water demand reduction devices in new construction;
- (2) Provide density/intensity bonuses for Xeriscaping in new developments or redevelopments;
- (3) Promote the use of reclaimed water where feasible;
- (4) Equip City operated irrigation systems with rain sensors and/or soil moisture monitoring devices.

Policy 10.D.3.11 - In cooperation with the NFWFMD, the City has prepared a Water Supply Facilities Work Plan. The Plan, titled "CITY OF CRESTVIEW, FLORIDA, WATER SUPPLY FACILITIES WORK PLAN", dated December, 2009 and prepared by TETRA TECH on behalf of the City, is hereby adopted, by reference, into this Comprehensive Plan.

Objective 10.D.4 - The City shall continually maximize the use of its existing potable water facilities so as to discourage urban sprawl and conserve existing water sources by implementing Policies 10.D.4.1 through 10.D.4.3, among others.

Policy 10.D.4.1 - The LDC shall contain requirements which provide for the mandatory connection to the potable water system pursuant to Chapter 90 of the City Code.

Policy 10.D.4.2 - All cost for distribution system expansions caused by new development shall be the responsibility of the new development pursuant to Chapter 102 of the City Code.

Policy 10.D.4.3 - Limitations on annexations shall be implemented pursuant to Policy 7.A.6.6 of this ordinance.

Section 10.08 Natural Groundwater Aquifer Recharge Goals Objectives and Policies: The goals, objectives and policies for the natural groundwater aquifer recharge (sand and gravel aquifer) sub-element are as follows:

Goal 10.E - Provide for the recharge of the sand and gravel aquifer from rainfall. Note: The Floridian Aquifer is not recharged within the City (reference Exhibit 7A, Chapter Seven, Foundation Document). The sand and gravel aquifer is **not** used for potable water purposes.

Objective 10.E.1 - The LDC shall continue to include regulations which protect the function of the sand and gravel aquifer and the recharge potential for such aquifer. The regulations shall continually be consistent with Policies 10.E.1.1 and 10.E.1.2, among others.

Policy 10.E.1.1 - The LDC shall include regulations which insure the continuation of adequate open spaces within the City so that rainfall may reach the sand and gravel aquifer through percolation.

Policy 10.E.1.2 - The LDC shall include provisions pursuant to Policies 7.A.1.2 (b)(c)(d)(e)(f)(g)(h), 7.A.2.2, 7.A.2.3 (b), 7.A.3.2, 7.A.4.1, 7.A.4.2, 7.A.4.3, 7.A.4.6, 7.A.6.4, 8.A.5.1, 9.A.3.2, 10.A.1.5, 10.A.1.6, 10.A.1.7, 10.C.1.3, 10.C.2.3, 10.D.3.2, 10.D.3.3, 10.D.3.4, 10.D.3.5, 11.A.2.1, 11.A.2.2, 11.A.2.3, 11.A.2.4, 11.A.2.5, 11.A.2.6, 11.A.3.4, 12.A.1.1, 12.A.3.3, 12.A.3.7, among others.

CHAPTER 11

CONSERVATION ELEMENT

Section 11.01 Purpose: The purpose of this element is to promote the conservation, use and protection of important natural resources within the City of Crestview.

Section 11.02 Data and Analysis: This element is based upon data and analysis requirements pursuant to the rules in effect when the Plan was adopted and amended (reference Sections 5.03, 5.06 and 5.07 of this Ordinance and Chapter 8 of the Foundation Documents).

Section 11.03 Omissions: There are no identified prime natural groundwater aquifer recharge areas or deep-water ports within the City (reference Chapter 6, Exhibit A, of the Foundation Documents).

Section 11.04 Goals, Objectives and Policies: The Goals, Objectives and Policies of this element are as follows:

Goal 11.A - To properly manage and conserve the important natural resources of the City.

Objective 11.A.1 - Continually protect air quality by regulating (within the LDC) land uses which have, or may have, point source emissions (reference Policy 7.A.1.1).

Policy 11.A.1.1 - The City shall maintain air quality within its jurisdiction in conformance with State and Federal air quality guidelines.

Policy 11.A.1.2 - New developments with the potential to emit pollutants into the air will be required to obtain the necessary permits from the Department of Environmental Regulation or the U.S. Environmental Protection Agency prior to authorization of a development permit by the City.

Policy 11.A.1.3 - The LDC shall contain provisions which require any development with point source emissions which may degrade air quality to comply with all applicable federal and state regulations regarding emission control. These regulations may include the installation of scrubbers, emission treatment facilities and the like.

Policy 11.A.1.4 - The City will continue to cooperate with the Department of Environmental Protection so that minimum air quality levels, established by the Department, are maintained.

Objective 11.A.2 - Conserve, appropriately use and protect the quality and quantity of water sources, surface waters and wetlands within the City by including appropriate regulations within the LDC (reference Policy 7.A.1.1).

Policy 11.A.2.1 - The City shall protect water quality by restricting or prohibiting activities known to adversely affect the quality or quantity of identified water sources by including regulations

within the LDC to implement Policies 7.A.1.1, 7.A.1.2, 7.A.4.1, 7.A.4.2, 7.A.5.1, 7.A.6.4, 10.C.1.3, 11.A.2.4, 11.A.2.5, and Goal 10.E et.seq., among others.

Policy 11.A.2.2 - In cooperation with the Northwest Florida Water Management District, the City shall implement any emergency water conservation plans necessary to protect water sources during periods of emergency or insufficient supply.

Policy 11.A.2.3 - The City will require all septic tank users to connect to the central sewer system within one year of notification of sewer availability.

Policy 11.A.2.4 - Channeling run-off directly into water bodies or other areas identified in Objective 11.A.2 shall be prohibited.

Policy 11.A.2.5 - Any stormwater detention or retention areas located near surface waters or surface water systems within the City shall be designed so that the shorelines are sinuous rather than straight and so that water/land interfaces are curvilinear and maximize space for growth of littoral vegetation.

Policy 11.A.2.6 - The City shall continue to operate its waste water spray field and disposal system thereby eliminating effluent contributions to Trammel Creek.

Policy 11.A.2.7 - So as to provide economic incentives for the protection of wetlands by owners of property containing wetlands, the LDC shall contain provisions for density transfers, cluster development and similar techniques. In addition, density bonuses will be awarded for those development applications which fully protect functioning wetlands within the City. Density transfers may be accomplished on a 1 to 1 basis. Density bonuses will be defined within the LDC. Nothing in this Policy shall be interpreted to prevent the City from requiring the clustering of development on uplands because development must locate on the upland portion of the development site, provided that sufficient uplands exist on such site. Where sufficient uplands do not exist, development will be restricted, unless it can be documented that no reasonable alternative, including clustering, is available and that the nature and degree of disturbance, if any, is the minimum possible to achieve the lawful development (reference policy 11.A.4.5).

Policy 11.A.2.8 - Prior to construction or any other land disturbing activities within wetlands under the jurisdiction of any state or federal agency, all necessary permits must have been issued by the agency (including, but not limited to, the Florida Department of Environmental Protection & The U.S. Army Corps of Engineers) as required by the agency or agencies having jurisdiction.

Policy 11.A.2.9 - Any buildings proposed to be located in floodplains or flood prone areas regulated, measured or controlled by the Federal Emergency Management Agency (FEMA) shall be constructed in such a way that the finished first floor elevation shall be no lower than the elevation required or recommended by FEMA in its model Floodplain Construction Ordinance and pursuant to the latest edition of the Flood Insurance Rate Maps with elevations and flood zones shown thereon. Also, any portion of any structure located below the minimum elevation shall be frangible or it shall be erected in such a way as to not divert or unnaturally alter the flow of

floodwaters across or through the site or parcel. Note: Pile supported structures are allowed when regulatory agency permits or approvals have been obtained.

Policy 11.A.2.10 - Buffers will be created between development and environmentally sensitive areas, including wetlands. The purpose of the buffer is to protect natural resources from the adverse impacts of development. The buffer should function to:

- (1) Provide protection to the natural resources from intrusive activities and adverse impacts of development.
- (2) The negative impacts of the uses upon each other must be minimized or, preferably, eliminated by the buffers such that the long-term existence and viability of the natural resources, including wildlife populations and wetlands, are not threatened by such impacts and activities. In other words, incompatibility between the uses is eliminated or minimized and the uses may be considered compatible.
- (3) Types of buffers: the buffer may be a landscaped natural barrier, a natural barrier or a landscaped or natural barrier supplemented with fencing or other manmade barriers, so long as the function of the buffer and intent of this Policy is fulfilled.

Objective 11.A.3 - Continually conserve and protect earth resources (soils, minerals and vegetation) by implementing Policies 11.A.3.1 through 11.A.3.7, among others.

Policy 11.A.3.1 - The ~~LDC~~ City Code shall contain requirements that limit land uses or construction techniques to those compatible with soil conditions specific to the site. The regulations shall include boring and soils test conducted by testing facilities licensed by the State of Florida, when necessary]

Comment [NS38]: LDC mention – limit land use and construction techniques to soil

Comment [NS39]: Changed

Policy 11.A.3.2 - The City will cooperate with Okaloosa County to conserve, appropriately use, or protect unique vegetative communities located within both jurisdictions. The committee referenced in Policy 13.A.1.2 of this Plan shall be the vehicle used to facilitate the cooperation herein described. Note: At the time of adoption of this Ordinance, no unique vegetative communities were known to exist within the City.

Policy 11.A.3.3 - The City will develop and maintain an environmentally sensitive lands inventory which shall include, but not be limited to, flood prone areas; wetlands under the jurisdiction of the Department of Environmental Regulations or the U.S. Army Corps of Engineers; and areas identified by the Florida Natural Areas Inventory. ~~The sensitive lands inventory shall be included within the LDC (reference Policy 7.A.1.2 – h)~~]

Comment [NS40]: LDC mention – environmentally sensitive lands inventory

Comment [NS41]: Changed

Policy 11.A.3.4 - Extraction of minerals or other natural resources shall be permitted only where compatible with adjacent land uses and where minimal resource degradation will occur (reference Policy 7.A.4.2). For the purposes of this policy, "compatible with adjacent uses" shall be defined as being conducted only within industrial zones of the City or incidental to approved construction within the City. Minimal degradation shall be determined by appropriate regulatory agencies. Any

resource extraction activity which may be proposed for industrial zones will be required to obtain necessary permits from all regulatory bodies in advance of receiving City approval.

Policy 11.A.3.5 - The City shall continue to enforce Chapter 42 of the City Code (the Landscape Ordinance) together with the open space and buffer requirements contained within the LDC (Chapter 102 of the City Code). Note: The use of native vegetation and the protection of unique vegetative communities is incorporated within these regulations.

Policy 11.A.3.6 - The LDC shall include provisions for the preservation and protection of native vegetation and certain trees during development or construction activities.

Policy 11.A.3.7 - The City shall continue its practice of requiring identification of any and all hazardous wastes or materials used or stored by any licensed business within the City. This practice shall continue to be implemented through the issuance (or denial) of a business license based upon an adequately completed application form containing the hazardous materials information on the form.

Objective 11.A.4 - Conserve, appropriately use and protect fisheries, wildlife and wildlife habitats by implementing Policies 11.A.4.1 through 11.A.4.5, among others.

Policy 11.A.4.1 - The City shall assist in the implementation of and compliance with all state and federal regulations which pertain to endangered and rare species and will provide protection for the integrity of areas known to provide habitats for such species when issuing development permits.

Policy 11.A.4.2 - The City shall cooperate with the Department of Natural Resources, the Florida Game and Fresh Water Fish Commission, or other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the City.

Policy 11.A.4.3 - No development permit shall be approved if construction pursuant to the permit would threaten the life or habitat of any species listed on the federal endangered species inventory or any species designated as "threatened" or as "species of special concern" by either the state or federal governments.

Policy 11.A.4.4 - New developments with the potential to impact the quantity or quality of the resources identified in Objective 11.A.4 will be required to obtain necessary permits from all applicable State and/or Federal agencies prior to the authorization of a development permit by the City.

Policy 11.A.4.5 - The LDC shall contain mitigation provisions which must be followed by any development that impacts the resources listed in Objectives 11.A.2, 11.A.3, 11.A.4 and any development which may impact wetlands or freshwater beaches and shorelines within the City. The provisions shall include:

- (1) The elimination of any degradation of the natural systems listed above; or
- (2) Mitigate impacts on natural systems at a ratio of 2 to 1 whenever degradation occurs as a result of new development.

Note: Mitigation will be allowed only when development can not occur pursuant to sub-paragraph a above.

Policy 11.A.4.6 - Steephead Ravines and the flora, fauna and function of such ravines shall be protected from adverse impacts of development. To accomplish such protection, the City will require the clustering of development away from such ravine areas, the transfer of density or intensity to non-sensitive portions of a site and/or the transfer of any portion of the development rights (density or intensity) to another developable parcel(s), or portion thereof. To receive development rights, the developable parcel(s), or portion thereof, must:

- (1) Be located within 1500 feet of the contributing property; and
- (2) Be zoned and categorized on the Future Land Use Map for the proposed use and development; and
- (3) Be free of any Steephead Ravines or other sensitive resources protected by this Plan.

The portions of the contributing property from which development rights have been transferred must:

- (1) Be preserved by the recordation of deed restrictions or covenants which indicate that the contributing property is not developable; and
- (2) Be subject to a Comprehensive Plan Amendment within six (6) months of such recordation, which amendment will impose a non-development Future Land Use category (i.e. Conservation) on the contributing land.

Additional rules, regulations and administrative procedures necessary to the implementation of this policy, if any, shall be included within the ~~LDC~~ City Code.)

Comment [NS42]: LDC mention - ravines

Comment [NS43]: Changed

CHAPTER 12

RECREATION AND OPEN SPACE

Section 12.01 Purpose: The purpose of this Chapter (element) is to plan for a comprehensive system of public and private recreation and open space sites and facilities which are available to the public.

Section 12.02 Data and Analysis: This element is based upon data and analysis requirements pursuant to the rules in effect when the Plan was adopted and amended. (reference sections 5.03, 5.06 and 5.07 of this ordinance and Chapter 9 of the Foundation Documents).

Section 12.03 Goals, Objectives and Policies: The Goals, Objectives and Policies of this element are as follows:

Goal 12.A - Provide an adequate, environmentally sound and cost-effective recreation and open space system for all residents of the City.

Objective 12.A.1 - Ensure the public's access to recreation sites, open spaces and shorelines (fresh water) upon adoption of the LDC (reference Policy 7.A.1.1).

Policy 12.A.1.1 - The City shall continue to enforce the open space requirements within its LDC (Chapter 102 of the City Code) and its Landscape Ordinance (Chapter 42 of the City Code).

Policy 12.A.1.2 - The City shall continue to protect and provide access to open spaces and shorelines by including appropriate regulations within the LDC. The regulations will include items such as requiring public access dedications on subdivisions or major developments (any development of 5 acres or more) when such subdivision or development is adjacent to designated open spaces or publicly owned water bodies (rivers, streams or lakes).

Policy 12.A.1.4 - Water bodies and the banks of such water bodies re-nourished or protected at public expense shall be made available for public use.

Policy 12.A.1.5 - The City shall continue to maintain and improve the public parks and recreation sites within the City and any water access sites maintained, now or in the future, by the City.

Objective 12.A.2 - Review, at least annually, the cooperative efforts between the public and private sectors in the provision of recreational opportunities and assure that such efforts are coordinated.

Policy 12.A.2.1 - The committee appointed pursuant to Policy 14.A.2.6 shall include within its review efforts (pursuant to Section 14.06) an analysis of the cooperation and coordination between the public and private sectors in the provision of recreational opportunities.

Policy 12.A.2.2 - The City shall continue its cooperative efforts with Okaloosa County, the Okaloosa County School Board and with the private sector and non-profit organizations (i.e., YMCA) in the provision of recreational facilities and open space areas. The cooperative efforts shall include items such as continuing the Old Spanish Trail Festival and utilization of City facilities and services in the conduct of the festival, continued use of City parks and recreation facilities by private non-profit groups such as the little league.

Policy 12.A.2.3 - The City shall continue to monitor the efforts of the Crestview Chamber of Commerce to assure that such efforts are consistent with this Ordinance.

Objective 12.A.3 - Insure that parks and recreation facilities and open space are adequately and efficiently provided by public agencies and private enterprise on a continuing basis.

Policy 12.A.3.1 - The LDC shall include specific definitions for open space, parks and recreation facilities.

Policy 12.A.3.2 - The level of service standard for parks and recreation shall be 0.08 acre per 1000 population for neighborhood parks and 2.0 acres per 1,000 population for community parks. Note: There are no identified deficiencies in the provision of parks and recreational facilities during the planning period.

Policy 12.A.3.3 - The City shall continue to acquire (through lease, acquisition, or dedication) open space and natural areas so as to maintain and improve: (1) recreational opportunities for all residents; and (2) the natural function of open space, wetlands and other sensitive lands within the City.

Policy 12.A.3.4 - The City will continue to apply for all available state and federal funds to implement recreation programs and provisions of this element.

Policy 12.A.3.5 - The City shall continue to require the provision of recreational facilities and open space in any private sector development pursuant to regulations contained within the LDC.

Policy 12.A.3.6 - The City shall continue to preserve and protect the shoreline through regulations contained within the LDC (reference Policies 7.A.1.2, 10.C.1.3 and Chapter 11 of this Ordinance).

Policy 12.A.3.7 - The City shall continue to require the dedication of lands within new residential subdivisions and multi-family developments for park and recreation purposes in an amount equal to at least 5% of the gross area of the subdivision or development. If the subdivision is too small or does not include a public park area the City shall exact a payment equal in value to 5% of the gross area of the subdivision or development. The exaction shall be held in escrow and used by the City for the purposes of acquiring recreational lands and/or improvements thereto and shall be used for these purposes and no other.

CHAPTER 13

INTERGOVERNMENTAL COORDINATION ELEMENT

Section 13.01 Purpose: The purpose of this Chapter (element) is to identify and resolve incompatible goals, objectives, policies and development proposed in this Ordinance (the City's Comprehensive Plan) and to determine and respond to the needs for coordination processes and procedures with adjacent local governments, regional and state agencies.

Section 13.02 Data and Analysis: This element is based upon the data and analysis requirements found in the Foundation Document supporting this Plan (reference Sections 5.03, 5.06 and 5.07 of this Ordinance and Chapter 10 of the Foundation Documents).

Section 13.03 Area of Concern: The area of concern for the City of Crestview is Okaloosa County.

Section 13.04 Goals, Objectives and Policies: The Goals, Objectives and Policies of this Chapter (element) are as follows:

Goal 13.A - Provide coordination of this plan (ordinance) with Okaloosa County, other local governments (as appropriate) and other governmental agencies providing services within the City.

Objective 13.A.1 - To review, on an annual basis, actions that have taken place to coordinate the Comprehensive Plan of Crestview with the Plans of other units of government and the Okaloosa County School Board.

Policy 13.A.1.1 - The committee appointed pursuant to Policy 14.A.2.6 shall include within its review efforts (pursuant to Section 14.06) an analysis of the coordination between plans of affected governments (reference Section 13.03 above).

Policy 13.A.1.2 - The City shall continue to use the Okaloosa County Comprehensive Plan Committee (consisting of officials from Okaloosa County and all cities therein, Eglin AFB, Hurlburt Field, and the Okaloosa County School Board) to coordinate Comprehensive Plans for the local governments, the School Board and the Air Force and to provide information regarding proposed development.

Policy 13.A.1.3 - The City shall consider participation with Okaloosa County and other units of local government in the acquisition and use of a computerized Geographic Information System (GIS).

Objective 13.A.2 - Continually coordinate with appropriate state, regional and local agencies, which have operational and maintenance responsibility for public facilities in Crestview, the impacts of development proposed in this plan upon development or plans of the affected state,

county or local agency and to achieve, when necessary, mutually agreed upon level of service standards.

Policy 13.A.2.1 - The Okaloosa County Comprehensive Plan Committee shall function as the initial agency to mediate comprehensive planning conflicts.

Policy 13.A.2.2 - The City shall use the West Florida Regional Planning Council's informal mediation process to resolve conflicts with other units of government that can not be resolved pursuant to Policy 13.A.2.1.

Policy 13.A.2.3 - The Committee appointed pursuant to Policy 14.A.2.6 shall include within its review efforts (pursuant to Section 14.06):

- (1) An analysis of the effectiveness of the conflict resolution process described in Policies 13.A.2.1 and 13.A.2.2;
- (2) The adequacy of LOS standards which have been established by this Ordinance on an annual basis (reference Policy 14.A.2.6);
- (3) An analysis of the adequacy of procedures established to review proposed development within the area to the existing Comprehensive Plans of Crestview or adjacent local governments; and
- (4) An analysis and/or review of development proposed in this ordinance or amendments to this Ordinance indicating the relationship of any proposed development contained within this Ordinance (or amendments) to the Comprehensive Plan of Crestview or adjacent local governments. This review shall be based upon the consistency of the proposed development with the Comprehensive Plan (all development shall be consistent with this Ordinance).

Policy 13.A.2.4 - The City will continue to implement agreements which contain standards for setting, monitoring or changing LOS with other entities providing such service and may include: a. FDOT for State Roads; and b. Okaloosa County for solid waste disposal.

Policy 13.A.2.5 - The City shall render to the State Land Planning Agency every development order, or development order amendments, with accompanying supporting documentation for developments which meet or exceed the thresholds established in §380.0651, F.S., and Chapter 28-24, Florida Administrative Code.

Policy 13.A.2.6 - The City shall coordinate transportation activities with Okaloosa County, the Okaloosa Walton Transportation Planning Organization, and FDOT. The City shall use its best efforts to coordinate participation in a process modeled after the Interlocal Transportation Review Committee (ITRC) to allow coordinated analysis, review, and mitigation of land use amendments and development projects falling both inside and outside of its municipal boundaries which could have extra-jurisdictional impacts. This cooperation is especially important for transportation

impacts to SR 85. The City shall use its best efforts to work with all parties above to address peak hour traffic resulting from trips between Crestview and other employment centers accessed by SR 85.

Policy 13.A.2.7 - The City shall participate in any regional project that will provide assessment, planning, implementation, and coordination for transportation planning actions and capital improvements that may affect the City, such as the Eglin Installation Regional Growth Management Plan.

Policy 13.A.2.8 - The City shall coordinate with Okaloosa County, the West Florida Regional Planning Council (WFRPC), the Okaloosa Walton Transportation Planning Organization, Ride on Commuter Services, FDOT, and Eglin AFB (and other military installations in the region) to plan and implement express transit service between park-and-ride locations in Crestview and Eglin AFB (and between Crestview and other military installations if feasible). The City will also participate in regional efforts to develop and implement other transportation demand management strategies to reduce peak travel demand on SR 85.

Policy 13.A.2.9 - Coordinate with Eglin AFB for potential actions of the City that may affect or impact the military mission of the Air Force. Such coordination shall be accomplished by the provision of information to the military representative on the City's Local Planning Agency (see section 2.01 of this Plan). Potential actions include, but are not limited to, plan amendments, rezonings, site plan reviews, waivers from height or lighting restrictions and any other matter which comes before the LPA and effects density, intensity or use of land.

Goal 13.B – Collaborate and coordinate with the Okaloosa County School Board to ensure high quality public school facilities which meet the needs of Crestview's existing and future populations.

Objective 13.B.1 - The City will implement the executed Interlocal Agreement pursuant to Section 163.3177, F.S. with the School Board, County, and other municipalities thereby providing for close coordination and evaluation of proposed development when such development include residential uses. To assure that the obligations of the City are fulfilled, the City shall continue to participate with all relevant committees and groups, existing or formed, as a result of the Agreement.

Policy 13.B.1.1 - General types of provisions that will be included in the Interlocal Agreement in order to advise the School Board, adjacent municipalities, special taxing districts and others of proposed developments which may impact their jurisdiction include:

- (1) Transmission of information from the City of Crestview to the above entities describing proposed developments and school planning activities.
- (2) Provision for a feedback process/information exchange so the above entities can inform the Local Planning Agency of any potential adverse impact(s) from proposed development(s) and/or conflicting planning activities (Also, see Section 2.01 and Policy 17.A.1.3 of this Plan).

Objective 13.B.2 - The City shall strive to maintain and enhance joint planning processes and procedures for coordination of public school facilities for planning and decision-making.

Policy 13.B.2.1 - On an ongoing basis, the City shall establish new and review existing coordination mechanisms that will evaluate and address its Comprehensive Plan and programs and their effects on the comprehensive plans of adjacent local governments, the school board and other units of governments providing services but not having regulatory authority over the use of land, and the State, by an annual county-wide forum, joint meetings or other types of forums with other agencies. Assistance for this effort shall be requested from regional and state agencies, as needed.

Policy 13.B.2.2 - Annually, the School Board shall provide information from its 5-year Work Plan to determine the need for additional school facilities. Each year, the School Board shall provide the City a general education facilities report which shall contain information detailing existing facilities and projected needs. The report shall also contain the School Board's capital improvement plan, including planned facilities with funding representing the District's unmet needs.

Policy 13.B.2.3 - In order to coordinate the effective and efficient provision and siting of public educational facilities with associated infrastructure and services within Crestview, the Okaloosa County Board of County Commissioners, School Board and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Laurel Hill, Niceville, Shalimar and Valparaiso shall meet jointly to develop mechanisms for coordination. Such efforts may include:

- (1) Coordinated submittal and review of the annual capital improvement programs, the annual Work Plan and Educational Plant Survey of the Okaloosa County School Board.
- (2) Coordinated review and assessment of the costs of siting and developing new schools, significant renovations to existing facilities, proximity to existing or planned residential uses, access management, development constraints and needed infrastructure.
- (3) Coordinated review of proposed residential development or development with a residential component.
- (4) Use of a unified data base including population projections (including student population), land use and facilities.
- (5) Use of a Parks/School Planning Group (with representatives for each of the entities) to review coordinated siting of schools with parks for multi-functional use and sharing of facilities.
- (6) Use of the Staff Working Group (with representatives from each entity) that will meet at least annually to review and coordinate issues of mutual concern regarding

coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. In addition, the group will review population and enrollment projections and updates of comprehensive and work plans as part of the annual review process.

CHAPTER 14

CAPITAL IMPROVEMENTS ELEMENT

Section 14.01 Purpose: The purpose of the Capital Improvements Element (CIE) is to evaluate the need for public facilities as identified in the other plan elements of this ordinance. Also, the evaluation will:

- (1) Estimate the cost of improvements for which the City of Crestview has fiscal responsibility;
- (2) Analyze the fiscal capability of the City to finance and construct improvements;
- (3) Adopt financial policies to guide the funding of improvements; and
- (4) Schedule funding and construction of improvements. This will insure the Capital Improvements are conducted on a systematic and orderly basis to meet public facility needs identified in the other plan elements of this Ordinance.

Section 14.02 Amendments: The capital improvements element shall be reviewed on an annual basis and modified as necessary in accordance with 163.3187 F.S. However, corrections, updates, and modification concerning costs; revenue sources; acceptance of facilities pursuant to dedications which are consistent with this ordinance; or the date of construction of any facility enumerated in the Capital Improvements Element may be accomplished by ordinance and shall not be deemed to be amendments to the City's Plan.

Section 14.03 Data and Analysis: This element is based upon data and analysis found in the Foundation Document supporting this Plan (Reference paragraphs 5.03 and 5.06 of this Ordinance and Chapter 11 of the Foundation Documents).

This element is based upon the public facility needs identified in the other Comprehensive Plan Elements and supports the Future Land Use Element. The geographic service area and location of major system components for the Okaloosa County School System and the various health systems within Crestview have been identified in other plan elements.

The existing revenue sources and funding mechanisms available for Capital Improvement financing have been identified and can be found in Chapter 11 of the Foundation Document. The current budgetary, administrative and policy practices which guide, (1) the timing and location of construction of public facilities and/or (2) the timing and location of improvements in capacity of public facilities, have been analyzed. The goals, objectives and policies of this element have been formulated based, where appropriate, on this analysis

Section 14.04 Goals, Objectives, and Policies: The Goals, Objectives and Policies of this element are as follows:

GOAL 14.A - The timely and efficient provision of public facilities through the use of sound fiscal policies.

Objective 14.A.1 - Use the CIE as a Directory to meet the needs of The City of Crestview for the construction of capital facilities necessary to meet existing deficiencies, to accommodate desired future growth and/or to replace obsolete or worn-out facilities upon adoption of this Ordinance (reference Section 14.06 of this ordinance).

Policy 14.A.1.1 - The criteria to evaluate capital improvement projects directly related to individual elements of this ordinance are:

- (1) The elimination of future public hazards; at present, there are no identified existing public hazards;
- (2) The elimination of existing capacity deficits;
- (3) The impact on the annual operating budget and Capital Improvements Program by the City of Crestview (see policy 14.A.5.1);
- (4) Locational needs based on projected growth patterns (reference Chapter 7 and Figures 7-1 through 7-5 of this Ordinance);
- (5) The accommodation of new development and redevelopment facility demands; f. Financial feasibility; and
- (6) Plans of The Northwest Florida Water Management District and state agencies that provide public facilities within the jurisdiction of The City of Crestview.

Note: The above criteria shall be ranked by the committee appointed pursuant to Policy 14.A.2.6 while fulfilling its responsibilities pursuant to Section 14.06 of this Plan. In addition, the criteria may be further ranked (or re-ranked) by the City Council during its annual budget development process. However, re-ranking of criteria shall only be done by the City Council in the event information is brought to the City Council that was unavailable to the committee.

Policy 14.A.1.2 - The City of Crestview shall manage its debt so that:

- (1) General obligation bonds of the City may be issued in an amount not exceeding 20% of the assessed value of taxable property within the City limits, such value to be determined by the current assessment preceding the year in which the bonds are issued and provided that the requirements of Article V, Section 19 of the City Charter are followed; and
- (2) The Mayor and Council are authorized to issue revenue or like certificates of indebtedness for which City revenues, income or funds from any source whatsoever

are pledged, hypothecated or otherwise encumbered and provided that the requirements of Article V, Section 19(b) of the City Charter are followed.

Policy 14.A.1.3 - Prioritize Capital Improvements funding (within the annual Capital Improvements program - see Policy 14.A.5.1) in a manner that generally assigns first priority to the renewal and replacement of obsolete or worn-out facilities, that assigns second priority to correcting existing deficiencies in public facilities, and third priority to facilities necessary to accommodate desired future growth. Nothing in this policy shall preclude the City of Crestview from increasing or rearranging the priority of any particular Capital Improvement project so that cost savings may be realized, or LOS Standards are met.

Policy 14.A.1.4 - Require rehabilitation and re-use of existing governmental facilities, structures, and buildings as the preferred alternative to new construction upon adoption of this Ordinance (reference Policy 14.A.1.3 and Section 14.06 of this ordinance).

Objective 14.A.2 - Coordinate land use decisions and available or projected fiscal resources with a schedule of capital improvements which maintains adopted level of service standards and meets the existing and future facility needs upon adoption of this Ordinance.

Policy 14.A.2.1 - Land-use decisions shall be consistent with the five year schedule of Capital Improvements.

Policy 14.A.2.2 - Establish level of service standards for public facilities which are within the jurisdiction of the City of Crestview. These standards shall be those found in the other comprehensive plan elements of this ordinance (reference LOS Summary in Chapter 15 of this ordinance).

Policy 14.A.2.3 - Provide for the availability of public facilities to serve developments for which development orders were issued prior to the adoption of this ordinance. Note: No development orders were issued prior to the adoption of this ordinance for which public facilities or services were not available at approved LOS standards.

Policy 14.A.2.4 - The fiscal resources of the City of Crestview will be used, to the extent necessary, to maintain LOS standards and support the five year schedule of Capital Improvements.

Policy 14.A.2.5 - Provide for the availability of public facilities and services needed to support development concurrent with the impacts of such development subsequent to the adoption of this ordinance (reference Policy 7.A.1.2). Implementation of this policy will be accomplished through adoption of the concurrency management system described in Chapter Six of this ordinance. That system requires that development orders or permits can not be issued unless public facilities that meet the adopted LOS standards are available or are assured to be available concurrent with the impacts of development.

Policy 14.A.2.6 - There is hereby created a committee to review the development activities within the City of Crestview and to review the level of service conditions for the city. The committee

shall be comprised of the City Clerk, Administrative Assistant, Public Services Director, Leisure Services Director, Housing Director, Police and Fire Chiefs plus other specialties as required. The committee shall maintain information on development activity, level of service conditions and other data necessary to accurately evaluate the implementation of the city's Comprehensive Plan. In addition, the committee will monitor and evaluate the CIE on an annual basis (reference Sections 5.12, 6.01 and 14.06 and Policies 7.A.2.5, 8.A.3.3, 12.A.2.1, 13.A.1.1 13.A.2.3 and 14.A.1.1 of this ordinance).

Objective 14.A.3 - Through the City's impact fee programs, future development will bear a proportionate cost of facility improvements necessitated by the development in order to adequately maintain adopted LOS standards. Regulations will be included within the ~~LDC City Code~~ (reference Policy 7.A.1.1) and the regulations will include methods of assessment. The methods will include a series of variables based upon the size, character type and location of the development and development's impact upon all City systems as well as the benefits the development is anticipated to receive from such systems.]

Comment [NS44]: LDC mention – methods of assessment for impact fee program

Comment [NS45]: Changed

Policy 14.A.3.1 - Provide for assessing new developments a pro rata share of the costs necessary to finance public facility improvements necessitated by development in order to adequately maintain adopted level of service standards in the ~~Land Development Code (LDC) City Code~~. The pro rata share of cost necessary to finance public facility improvements will be determined based upon the size of the proposed development, the land uses associated with the proposed development, the impact the land uses are projected to have on public facilities and services upon occupancy of the development, the benefits to be received by the development, and the maintenance of LOS standards for all facilities impacted by the development.]

Comment [NS46]: LDC mention – LOS standards

Comment [NS47]: Changed

Policy 14.A.3.2 - Include requirements within the ~~LDC City Code~~ that exact physical improvements to impacted systems (roads, utilities, etc.) by new developments or the redevelopment of existing facilities. This policy will be implemented through the city's permitting and inspection process.]

Comment [NS48]: LDC mention – requirements that exact physical improvements by new developments

Comment [NS49]: Changed

Objective 14.A.4 - The City of Crestview will provide or require provision of the needed improvements identified in the other plan elements in this ordinance and manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the ability of The City of Crestview to fund and provide or require provision of the needed capital improvements upon adoption of the LDC (reference Chapter 6, Section 14.06, Objective 14.A.3, Policies 14.A.3.1 and 14.A.3.2 of this ordinance).

Policy 14.A.4.1 - A capital budget will be adopted by the City Council as a part of the annual budgeting process. The Capital Budget (Capital Improvement Program) will be developed using this element as a directory.

Policy 14.A.4.2 - Use the City of Crestview's fiscal policies to direct expenditures for capital improvements which insure the implementation of the Goals, Objectives, and Policies of the other plan elements in this ordinance (reference Section 14.06 of this ordinance).

Policy 14.A.4.3 - The city will implement the Concurrency Management System described in this ordinance upon adoption of the LDC (see Policy 14.A.2.5 and Chapter 6).

Objective 14.A.5 – Provide opportunities for the School District to ensure that future needs for public school facilities are addressed by coordinating with the District on preliminary residential subdivision plat approvals and approval of site plans for residential and residential mixed use developments, or their functional equivalent.

Policy 14.A.5.1 - The City’s strategy, in coordination with the School Board/District for correcting existing deficiencies and addressing future needs include:

- (1) Implementation of a financially feasible 5-year schedule of capital improvements to ensure that adequate infrastructure is available to serve school system needs.
- (2) Identification of adequate sites for funded and planned schools.
- (3) Abide by the provisions of the Interlocal Agreement executed by the City and the School District.

Section 14.05 Implementation:

- (1) The schedule of capital improvements, (Table 14-1 with accompanying footnotes) for which the City of Crestview has responsibility, have been selected for a five year increment, by fiscal year, after the adoption of this ordinance, and reflects the need to reduce identified existing deficiencies, remain abreast of replacements and to meet future demands and includes:
 - a. Project description and general location; and
 - b. A determination of consistency with the other elements of this ordinance.
- (2) Table 14-1 lists projected costs and funding source by type of public facility for the five year period. Table 14-1-T lists transportation improvement projects designed to reduce future travel demands on SR 85 over a ten year period.
- (3) Tables 14-1 and 14-1-T shall be implemented pursuant to Policy 14.A.4.1 and within the annual budget of the City of Crestview.
- (4) The improvements shown in Table 14-1-T reflect the improvements shown on Figure 8-1 - Future Traffic Circulation Map - 2017 (dated December, 2007) and are financially feasible as demonstrated in the Stipulated Settlement Agreement in DOAH Case #06-4653GM. The improvements are designed to address the level of service deficiency on the SIS segment of SR 85 in the long term and to provide for an interconnected network of parallel or alternate roadways that disperse traffic by providing multiple roadway alternatives.

Section 14.06 Monitoring and Evaluation: The CIE shall be reviewed on an annual basis. Reference paragraph 5.12 of this ordinance. The committee created pursuant to policy 14.A.2.6 shall annually evaluate the implementation of the Capital Improvements Element. By April 1st of each year the committee shall report to the Crestview Planning Board (LPA) on the status of implementation activities as well as level of service conditions within the city. By June 1st of each year, the Crestview Planning Board shall report to the City Council its evaluation of the implementation of the Capital Improvements Element and the Comprehensive Plan. Contained within the report shall be any recommendations the Planning Board may promulgate in order to maintain level of service standards and any adjustments necessary to the CIE and the city's annual Capital Improvement Program (reference Policy 14.A.4.1). The City Council shall consider the report of the LPA upon receipt and during its deliberations on the annual budget and Capital Improvements Program. Any adjustments made to the CIE or the Capital Improvements Program shall include consideration of the maintenance of LOS standards delineated in this Ordinance. Also, see Policies 7.A.2.5, 8.A.3.3, 12.A.2.1, 13.A.1.1, 13.A.2.3 and 14.A.1.1 and Sections 5.12 and 6.01 of this Ordinance for other monitoring, review and evaluation responsibilities of the committee.

TABLE 14-1	
SCHEDULE OF CAPITAL IMPROVEMENTS	

FY-2010 THROUGH FY-2014

[illegible]

FOOTNOTES

TABLE 14-1

- 1/ UF = Utility Funds/User fees (includes Bond proceeds)
 GF = General Fund
 G = Grants
 SRF = State Revolving Loan Fund (DEP)
- 2/ IF = Infrastructure
 TC = Transportation
- 3/ RED = Reduce Existing Deficiency
 RAR = Remain Abreast of Replacements
 MFD = Meet Future Demand
- 4/ This project involves the installation of a 500,000 gallon elevated storage tank and a 1 mgd well in the Kennedy Lakes area for improved pressure and to meet future demands. The contract for the project is expected to be executed by September 30, 2009.
- 5/ Project consists of the installation of a 0.5 mgd well and storage tank in the Arena Road area to meet future demand.
- 6/ Projects are to expand system so as to facilitate connection of residences with septic tanks and to accommodate new growth. Portions are planned for each year in the five year schedule.
- 7/ Project consists of expansion of the treatment plant by another 1.25 mgd to meet future demand and is a continuation of the ongoing expansion of the plant. A design/build contract has been awarded and Phase 4 design has been completed.
- 8/ Project consists of construction of a public parking lot in downtown Crestview. A \$750,000 grant has been awarded and the City's match of \$250,000 is budgeted

FOOTNOTES

TABLE 14-1-T

- 1/ Identifies expected funding sources;
Mixed = These funds are from local, State and Federal funding and from Impact Fees.
The City's Impact Fee Ordinance is adopted and effective and collections are underway.
- 2/ Identifies the Comprehensive Plan Element where the project is referenced;
Trans = Transportation Element
- 3/ Identifies the purpose of the project;
RED = Reduce Existing Deficiencies
MFD = Meet Future Demand
RAR = Remain Abreast of Replacements

All projects listed on this Table are to assist the City in achieving the long-term improvements for portions of SR-85.

CHAPTER 15

LEVEL OF SERVICE SUMMARY

Section 15.01 Purpose: The purpose of this Chapter is to provide a ready reference, in summary form, for determining development compliance with the levels of service imposed by this Ordinance in compliance with Chapter 163, F.S.

Section 15.02 Levels of Service: The following minimum levels of service shall guide the issuance of development permits pursuant to the Concurrency Management System (reference Chapter 6) and adoption of the Land Development Code:

Roadways:

- (1) Local: Minimum Operating LOS of C (reference Policy 8.A.1.1)
- (2) State:
 - a. SR 85 – SIS portion from south City limits to I-10
LOS C (temporary LOS D pursuant to Variante)

From I-10 to Redstone	- LOS D
-----------------------	---------

From Duggan/Aplin to US 90	- LOS D
----------------------------	---------
 - b. SR 85 from Redstone to Duggan/Aplin - LOS E
 - c. SR 85 from US 90 to City limits (north) - LOS D
 - d. SR 10 (US 90) from SR 85 to City limits (west) - LOS D
 - e. SR 10 from SR 85 to City limits (east) - LOS D
 - f. SR 8 (I-10) from SR 85 to City limits (west) - LOS C
 - g. SR 8 (I-10) from SR 85 to City limits (east) - LOS C
 - h. All collector roads - LOS D

Sanitary Sewer: 108 gallons/capita/day (reference Policy 10.A.1.3)

Solid Waste: 5.0 lbs./capita/day (reference Policy 10.B.1.5)

Stormwater:

- (1) Retain the first inch of run-off on-site; and
- (2) Post development run-off shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with a 24-hour duration.

Note: The LDC shall include design and performance standards pursuant to the Environmental Resource Permit (ERP) requirements of Chapter 62-346, F.A.C. and Chapter 62-349, F.A.C.

Potable Water: 125 gallons/capita/day (reference Policy 10.D.1.2)

Recreation /Open Space: 1 acre/1,000 population (reference Policy 12.A.3.2).

Note: Roadways and Public Schools are not subject to Concurrency.

CHAPTER 16

ECONOMIC DEVELOPMENT ELEMENT

Section 16.01 Purpose: The purpose of this element is to provide guidance to the City, and community at large, for appropriate plans and policies needed to encourage economic expansion, job creation and retention and a positive environment for business opportunities and private investment in the City's commercial areas.

Section 16.02 Data and Analysis: This Chapter (element) is based upon the City's Community Redevelopment Plan, inventories and data and analyses regarding the economic condition/vitality of the City.

Section 16.03 Goals, Objectives and Policies: The Goals, Objectives and Policies of this Element are as follows:

GOAL 16.A - Expand and redirect the focus of economic development activities so as to broaden the City's business base and lessen the economic reliance on defense and military related economies.

Objective 16.A.1 - Continually identify the growing and declining businesses/industries in the existing economic base and determine favorable and unfavorable factors of economic development on a continuing basis.

Policy 16.A.1.1 - All existing businesses and industries are recognized as vital to Crestview's economy and their retention and expansion are integral components in the diversification of the economic base.

Policy 16.A.1.2 - Using the resources of the Economic Development Council of Okaloosa County, the Crestview Area Chamber of Commerce, the Community Redevelopment Agency (CRA), the Private Industry Council (PIC) and City government resources, an inventory and description of "growth" businesses/industries shall be prepared. The inventory will identify those private enterprise activities that historically have proven successful and/or sustainable in the Crestview area or in similarly positioned communities in Florida and/or the southeastern United States. Also, the inventory will identify those new or emerging businesses and activities which hold promise for sustained growth and appear compatible with, or complementary to, existing businesses and the Crestview community. The purpose of the inventory is to identify "targeted" business types and facilitate out-reach activities designed to attract and/or retain such targeted businesses.

Policy 16.A.1.3 - The Okaloosa County Economic Development Council is the lead agency for accomplishing the activities contemplated in Policy 16.A.1.2 and has completed much of the effort.

Policy 16.A.1.4 - The Economic Development Council shall continue to periodically report to the City Council regarding its efforts for the City of Crestview.

Policy 16.A.1.5 - The cumulative impacts of any recommendations approved, accepted and/or implemented by the City Council shall be beneficial to existing businesses and commercial activities. Retention of existing business and creating a favorable business climate for existing businesses is the first priority of all activities contemplated by this element.

Objective 16.A.2 - The Economic Development Council (EDC) will continue to provide (or supplement) specific and efficiency-enhancing assistance to existing and targeted businesses. The assistance will include the provision of information regarding available technology and technological resources, available capital and sources, available skilled- and semi-skilled labor, demographic and market information, and other data as appropriate.

Policy 16.A.2.1 - The City will assist the Economic Development Council when appropriate and upon request of the EDC.

Objective 16.A.3 - Continually ensure adequate public facilities and services are available to the business and commercial areas of the City.

Policy 16.A.3.1 - The City shall continue to implement the provisions of Chapters 6, 8 & 10 of this Plan so as to ensure that the City's roadways, utilities, solid waste and drainage facilities are operating at acceptable levels; that deficiencies are being corrected; and that the City is maximizing the use of existing, under-utilized facilities thereby improving the economic efficiency of all such facilities (reference Section 14.06 of this Plan).

Policy 16.A.3.2 - Annually, the committee created pursuant to Policy 14.A.2.6 will include within its reports promulgated pursuant to Section 14.06, its recommendations, if any, regarding suggested changes or improvements in the City's service delivery programs and processes. Among other things, it is the intent of this Policy that City programs and processes be as responsive as practical to the needs of the business community.

Objective 16.A.4 - Continually improve the image, attractiveness and aesthetics of the City by identifying and implementing improvements to the physical environment.

Policy 16.A.4.1 - Continually maintain all City owned open spaces, travel ways, park facilities, streetscapes, public buildings and other public facilities by appropriating sufficient funds within the annual operating budget to maintain such facilities. NOTE: Nothing in this Policy shall be interpreted to require a specific appropriation by the City Council or to inhibit the use of private funds on public properties.

Policy 16.A.4.2 - When appropriate, include improvements to public facilities within the annual budget and the Capital Improvements Program (see Table 14-1). NOTE: Appropriate shall be determined during the deliberations conducted pursuant to Section 14.06.

GOAL 16.B - Establish and maintain a positive business environment in two (2) designated districts within the City so as to foster economic growth and expansion, increase job and

employment opportunities, preserve property values and provide for the general welfare of all citizens of the City.

Objective 16.B.1 - Upon adoption of this element, the City shall establish the "Downtown Improvement District" as shown on Figure 16-1 which is incorporated herein and made a part hereof by reference.

Policy 16.B.1.1 - The boundaries of the Downtown Improvement District are co-terminus with those established as the Community Redevelopment Agency area. The establishment of such boundaries is done for consistency among programs. However, sub-districts or sub-sets of the Downtown District may be established during implementation of this Element. Such sub-districts or sub-sets, if established, will be accomplished by vote of the City Council upon a recommendation of the LPA.

Policy 16.B.1.2 - All properties and businesses within the district (or sub-districts) shall be entitled to any and all benefits which may accrue to said property or business as a result of the implementation of the provisions of this Element.

~~**Policy 16.B.1.3** - In order to create opportunities for enhanced vitality in the downtown area, the City will proceed with rezoning the properties included within the "Downtown Mixed-Use District" (DMU) shown on the Future Land Use map and described in Policy 7.A.3.4 g of this Plan. The rezoning effort can be initiated by the City or by property owners within the City.~~

Comment [NS50]: Changed. DMU is going away.

Objective 16.B.2 - Maintain standards and programs for the structural and aesthetic improvement to buildings and facilities in the Downtown Improvement District or sub-districts.

Policy 16.B.2.1 - Identify potential funding sources necessary for improvements to public and private properties. The funding sources may include CDBG or other grant funds, special assessments or levies, tax increment financing, enterprise fund proceeds, Community Redevelopment Agency funding and other governmental appropriations and private contributions.

Policy 16.B.2.2 - The City shall continue to consider the feasibility of using methods such as, but not limited to, special assessments and/or tax increment financing to accomplish the goals, objectives and policies of this Element and other elements of this Plan.

Policy 16.B.2.3 - Annually, the City shall consider appropriations for improvements to the public areas and facilities within the district or sub-district. Improvements such as street furnishings, plantings, litter receptacles, lighting and other pedestrian conveniences shall be first priority items when funds are made available.

Policy 16.B.2.4 - The City shall continue to seek grants from State or Federal sources for improvements to the Downtown District, including the types of improvements referenced in Policy 16.B.2.3 above.

Policy 16.B.2.5 - The City will continue its successful efforts to create an appealing streetscape in the DMU area and will maintain and expand the streetscapes when funding is available.

Policy 16.B.2.6 - Continually, the City shall seek to increase the amount of off-street parking within the Downtown District. In reviewing plans for development or redevelopment within the District, the staff, Planning Board and City Council shall identify opportunities for expansion of public use off-street parking and include land acquisition for such parking in Table 14-1, when appropriate.

Policy 16.B.2.7 - The City shall encourage and support private sector efforts to establish a "Downtown Theme", enhance pedestrian movement and facilitate promotional events such as street festivals, block parties, sidewalk sales, downtown days, outdoor entertainment, etc.

Policy 16.B.2.8 - Any aesthetic or structural improvements to buildings or property shall be completed in a manner that is consistent with and preserves the historical or archaeological significance of any such building or property with significant community, State or National historic or archaeological value (Reference Policy 7.A.4.5).

Objective 16.B.3 - Upon adoption of this element, the City shall establish the "Highway Commercial Districts" as shown on Figure 16-1 which is incorporated herein and made a part hereof by reference.

Policy 16.B.3.1 - The Highway Commercial Districts (HCD) are designed to provide for a wide range of uses in appropriate and easily accessible locations along US-90 and SR-85 North. The HCD along SR-85 N. should continue to be characterized by automobile and other vehicular service establishments, motels and hotels, business and professional offices, general retail facilities (including strip centers), food and beverage establishments and other similar high-volume, high-visibility uses. The HCD along U.S. 90 should be characterized by uses with requirements for easy access, ample parking, moderate traffic volumes and high- to moderate-visibility. The U.S.90 HCD should contain many of the same uses found along SR-85 together with light to moderate manufacturing, industrial or assembly uses, outside sales yards, distribution facilities and other uses which can be accommodated through the adaptive re-use of many of the existing structures within the District.

Policy 16.B.3.2 - Since these Districts generally are located in close proximity to residential districts with medium and high-density potentials, the City shall encourage and allow access points to commercial activities through or near medium or high density residential areas. In other words, favorable consideration shall be given to non-arterial access points when such is not contrary to the public safety.

Policy 16.B.3.3 - Upon request, the City shall assist with applications for curb cuts or driveways along US-90 and/or SR-85 when such curb cuts or driveways will enhance or improve on-site traffic flow, create easier or more convenient access from the arterial roadway and when such curb cut or driveway will not be deleterious to the operating conditions of the roadway (reference Chapter 6). It is the intent of this policy that the City will assist in correcting some of the poorly

planned and inefficient curb cuts and driveways extant along both corridors. In addition, the City will continue to encourage or require service roads consistent with Policy 8.A.1.5 and interconnectivity of properties along the corridor. All new development or redevelopment requesting approval shall be required to provide such interconnectivity when the property involved is suitable for such interconnectivity as determined by the City during the development plan review process.

Policy 16.B.3.4 - Identify potential funding sources necessary for improvements to public and private properties. The funding sources may include CDBG Funds, special assessments or levies, tax increment financing, enterprise fund proceeds, governmental appropriations and private contributions.

Policy 16.B.3.5 - If determined feasible by the City Council, the City shall consider the feasibility of using tax incentives for structural and property improvements completed in the Highway Commercial Districts. Specifically, the City shall consider the costs and benefits of forgiving the ad valorem proceeds to the City created by the increased value of improved structures or property for a period consistent with Florida Law.

Policy 16.B.3.6 - Consistent with other Policies in this Plan (i.e. 7.A.1.2, 7.A.2.3, 9.A.4.2), the City shall encourage the adaptive re-use of existing vacant structures within the Districts.

Policy 16.B.3.7 - Continually, the City shall coordinate with the Crestview Area Chamber of Commerce and the Economic Development Council of Okaloosa County to determine the types of uses most likely to succeed when located in the HCDs. The ~~Growth Management Community Development Services~~ Department shall identify those programs of the City, if any, which appear to be impediments to the rehabilitation of existing structures and the economic vitality of the Districts.

Comment [NS51]: Changed growth management to CDS

Policy 16.B.3.8 - Any recommendations made pursuant to Policy 16.A.3.7 which require a change in City processes or programs shall be submitted to the City government concurrent with the reports required by Section 14.06 of this Plan.

Policy 16.B.4.9 - The provisions of policies 16.B.3.1 through 16.B.3.8 above apply only to those properties and areas within the district which are within the jurisdiction of the City of Crestview. To encourage and promote conformance with the provisions of this district for the development or re-development of properties outside the City's jurisdiction, the City shall encourage Okaloosa County to endorse and embrace these provisions. To accomplish this end, the City will use the committee referenced in Policy 13.A.1.2 as well as regularly maintaining cooperative interface with the Board of County Commissioners.

CHAPTER 17

PUBLIC SCHOOLS FACILITIES ELEMENT

Section 17.01 Purpose: The purpose of this element is to ensure the plans and activities of the City and the Okaloosa County School District are coordinated, compatible and consistent with the needs of both.

Section 17.02 Data and Analysis: This Chapter (element) is based upon the data and analysis prepared by Blackshear Planning, Inc., on behalf of the City and in close coordination with the State Land Planning Agency.

Section 17.03 Goals, Objectives and Policies: The Goals, Objectives and Policies of this Element are as follows:

GOAL 17.A - Collaborate and coordinate with the Okaloosa County School Board (School Board/District) to ensure high quality public school facilities which meet the needs of the City of Crestview's existing and future populations.

Objective 17.A.1 - Consistent with the Interlocal Agreement for Public School Facility Planning, the City shall implement and maintain mechanisms designed to closely coordinate with the School Board in order to provide consistency between the City's Comprehensive Plan and public school facilities programs, such as:

- (1) Greater efficiency for the School Board and the City by the placement of schools to take advantage of existing and planned roads, parks and other infrastructure;
- (2) Improved student access and safety by coordinating the construction of new and expanded schools with road and sidewalk construction programs;
- (3) The location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of shared use opportunities; and
- (4) The expansion and rehabilitation of existing schools so as to support neighborhoods.

Policy 17.A.1.1 - Manage the timing of new development to coordinate with adequate school capacity by closely coordinating with the District on such new development. Adequate school capacity shall be considered as part of the plan amendment and rezoning processes.

Policy 17.A.1.2 - In cooperation with the School Board, the City will implement the Interlocal Agreement for Public School Facility Planning. The Interlocal Agreement includes procedures for:

- (1) Joint meetings;

- (2) Student enrollment and population projections;
- (3) Coordinating and sharing of information;
- (4) School site analyses;
- (5) Supporting infrastructure;
- (6) Comprehensive Plan amendments, rezoning, and development approvals;
- (7) Education Plant Survey and Five-Year District Facilities Work Program;
- (8) Co-location and shared use;
- (9) Oversight process; and
- (10) Resolution of disputes.

Policy 17.A.1.3 - If desired by the District, the City shall include a representative of the District as a non-voting member of the LPA.

Policy 17.A.1.4 - The City shall coordinate with the School Board and applicable municipalities regarding annual review of school board and local government plans consistent with the provisions in the Intergovernmental Coordination Element (Chapter 13) of this Plan.

Policy 17.A.1.5 - The City's strategy, coordinated with the District, for correcting existing deficiencies and addressing future needs includes:

- (1) Implementation of a financially feasible schedule of capital improvements to ensure LOS standards are maintained and to address any deficiencies and future needs.
- (2) Identification of adequate and suitable sites for funded and planned schools.
- (3) Consideration and establishment, by the District, of impact fees in order to generate additional revenue to help fund school improvements.

Objective 17.A.2 - Enhance community design through effective school facility design and siting standards. Encourage the siting of school facilities so they serve as focal points and so that they are compatible with surrounding land uses by siting schools near residential areas and in accord with the City's land development regulations to assure compatibility.

Policy 17.A.2.1 - The City will continue to coordinate with the District to assure that proposed public school sites are consistent with the land use categories and policies of this Plan, pursuant to the Interlocal Agreement for Public School Facility Planning.

Policy 17.A.2.2 - The City shall encourage the location of schools near residential areas. Pursuant to Policy 7.A.9.1 in the Future Land Use Element, schools are an allowable use in all future land use categories except the Conservation category.

Policy 17.A.2.3 - Consistent with Future Land Use Policy 7.A.9.3 and policies in the Intergovernmental Coordination Element, the City will cooperate with the District and other local governments in order to establish school location criteria and identify areas where schools will be needed in the future. The Okaloosa County Comprehensive Plan committee shall be the vehicle used to facilitate such cooperation and coordination.

Policy 17.A.2.4 - Consistent with Future Land Use Policy 7.A.9.1(8), encourage the co-location of schools with parks, libraries and community centers.

Policy 17.A.2.5 - It is the policy of the School Board, the County and all municipalities to reduce hazardous walking conditions consistent with Florida's Safe Ways to School program. The City, in cooperation with the District, shall coordinate with the TPO's Long Range Transportation Plan to ensure funding for safe access to schools. This includes sidewalk inventories and a list of priority projects coordinated with the School Board recommendations and ensuring these recommendations are addressed during the planning period.

Policy 17.A.2.6 - The City and District will jointly determine the need for and timing of on-site and off-site infrastructure improvements necessary to support each new school or the proposed expansion or closure of an existing school and will agree as to the timing, location and the party or parties responsible for constructing, operating and maintaining the required improvements.

Policy 17.A.2.7 - The City and the District will work to find opportunities to collaborate on transit and bus routes to better serve citizens and students, including the provision of bus stops near proposed or existing school sites. Any recommendations for new or altered routes or stops shall be coordinated with the Okaloosa Transit system (aka the WAVE system).

Objective 17.A.3 - Encourage sustainable design and development for educational facilities.

Policy 17.A.3.1 - Coordinate with the District to continue to permit the shared use and colocation of school facilities and sites with City facilities with similar needs, in accord with the Interlocal Agreement, and encourage the location, phasing and design of future facilities and sites so as to enhance the opportunities and potential of schools as public recreation areas.

Policy 17.A.3.2 - Encourage the School Board to use sustainable design and performance standards to reduce life time costs.

Policy 17.A.3.3 - The City will continue to cooperate and coordinate with the District in its efforts to build new school facilities and facility rehabilitations and expansions so that they are designed to serve as and provide emergency shelters pursuant to Section 163.3177, F.S. The City will continue to fulfill the requirements of Section 1013.372, F.S., so that appropriate new school

facilities can serve as public shelters for emergency management purposes and shall coordinate with the School Board regarding emergency preparedness issues and plans

Objective 17.A.4 - The City shall continue to coordinate applications for changes to the Future Land Use Maps, zoning and rezoning, subdivision plats and site plans for residential development with adequate school capacity, to correct deficiencies, and to provide for anticipated needs. This will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny applications for Plan amendments, re-zonings or developments that generate students and impact the School District.

Policy 17.A.4.1 - The City shall coordinate anticipated student growth based on future land use projections of housing units with the District's long-range facilities needs over the 5-, 10- and 20-year periods and ensure adequate provision of available land on the adopted Future Land Use Maps.

Policy 17.A.4.2 - The City shall consider the District's comments and findings on the availability of adequate capacity when considering comprehensive plan amendments and other land use decisions pursuant to Section 163.3177(6)(a), F.S., during the TCC's consideration of such amendments or other land use applications and during the public hearing process by the LPA.

Policy 17.A.4.3 - The City shall give priority consideration to applications for land use and zoning changes, final subdivision plats and site plans for residential development in areas with adequate capacity or where school sites are adequate to serve potential growth or in areas where potential sites are donated or set aside for purchase by the School Board at prices approved by the Board, as evidenced by a written agreement or document approved by the Board.

Policy 17.A.4.4 - Where capacity will not be available to serve students from the property subject to a land use change, the City will coordinate with the District in an effort to ensure adequate capacity is planned and funded. Where feasible, in conjunction with the plan amendment, early dedications of school sites shall be encouraged. To ensure adequate capacity is planned and funded, the School Board's long range facilities plan over the 5-, 10-, and 20-year periods shall be amended to reflect the needs created by the plan amendment.

Policy 17.A.4.5 - In reviewing applications for Plan amendments, re-zoning, final subdivision plats or site plans for residential development which may affect student enrollment or school facilities, the City will consider the following:

- (1) Providing school sites and facilities within planned neighborhoods;
- (2) The compatibility of land uses adjacent to existing schools and school sites;
- (3) The co-location of parks, recreation and community facilities with school sites;

- (4) The linkage of schools, parks, libraries and other public facilities with bikeways, sidewalks and trails;
- (5) The provision of off-site signalization, signage, access improvements and sidewalks to serve affected school facilities;
- (6) The development of adequate and efficient traffic circulation plans and systems to serve schools and surrounding neighborhoods;
- (7) The inclusion of school bus stops and maneuvering areas in new developments;
- (8) Encouraging the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
- (9) School Board comments and findings or available or planned school capacity;
- (10) Whether the proposed location is consistent with accepted policies of the School Board and as set forth in the State's requirements for Educational Facilities standards for siting, design and planning for school facilities.

Objective 17.A.5 - Manage the timing of developments that are likely to generate public school students so as to assure adequate school capacity is available.

Policy 17.A.5.1 - The City's Land Development Code (regulations) shall include provisions that require all proposed residential units be made available to the School District for review at the time of subdivision plat or residential/mixed use site plan review. Any comments by the District shall be carefully considered by the City during the project review and approval process.

Policy 17.A.5.2 - The City hereby adopts, by reference, the Existing Schools Facility Map and the Future Schools Facility Map, as produced by the Okaloosa County Department of Growth Management in close cooperation with the Okaloosa County School District. The Maps were prepared in December 2009. The Future Schools Facility Map may change as the School District annually updates its 5-year Work Plan. Should the Future Schools Facility Map change, said change will be included herein via a Comprehensive Plan amendment adopting the revised Map.

Policy 17.A.5.3 - Consistent with the Interlocal Agreement, District staff and City staff will develop and apply student generation multipliers for residential units by type and projected price for schools of each type, considering past trends in student enrollment in order to project school enrollment. The generation rates shall be determined by the School Board in accordance with professionally accepted methodologies and shall be reviewed at least every two years and changed when necessary.

Objective 17.A.6 - The City will cooperate with the School Board in the Board's efforts to study the feasibility of the potential use of impact fees as a way to generate funds needed to defray the

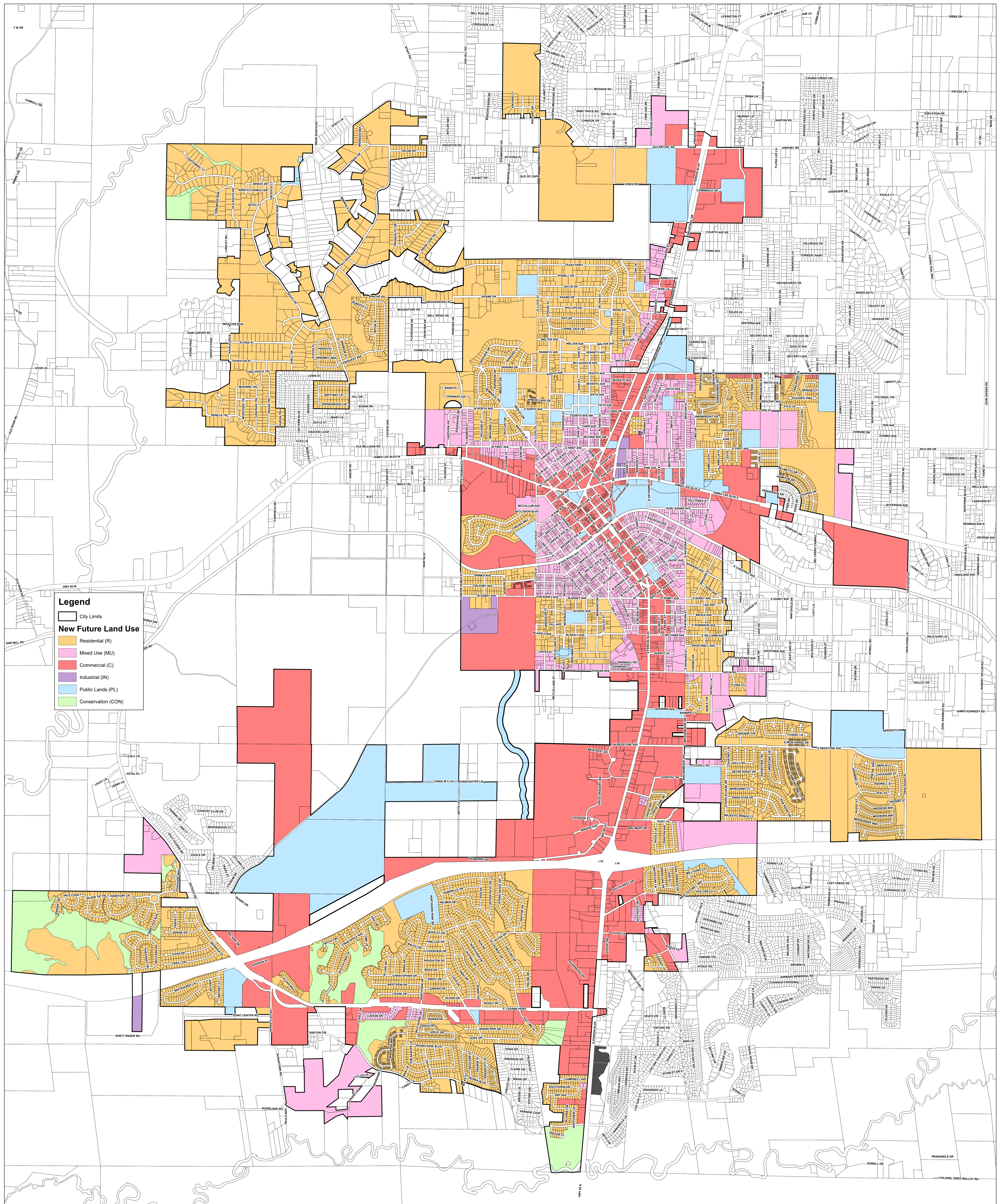
costs of new development on the school system and the impact on land use as such affects the ability of the Board to provide adequate facilities, s needed

Policy 17.A.6.1 - In cooperation with the District, the City will make decisions regarding the use and amount of school impact fees, if any.

Objective 17.A.7 - The City shall monitor and evaluate this Element in order to assure that best practices of the joint planning processes, coordination and procedures contemplated herein are effective and useful.

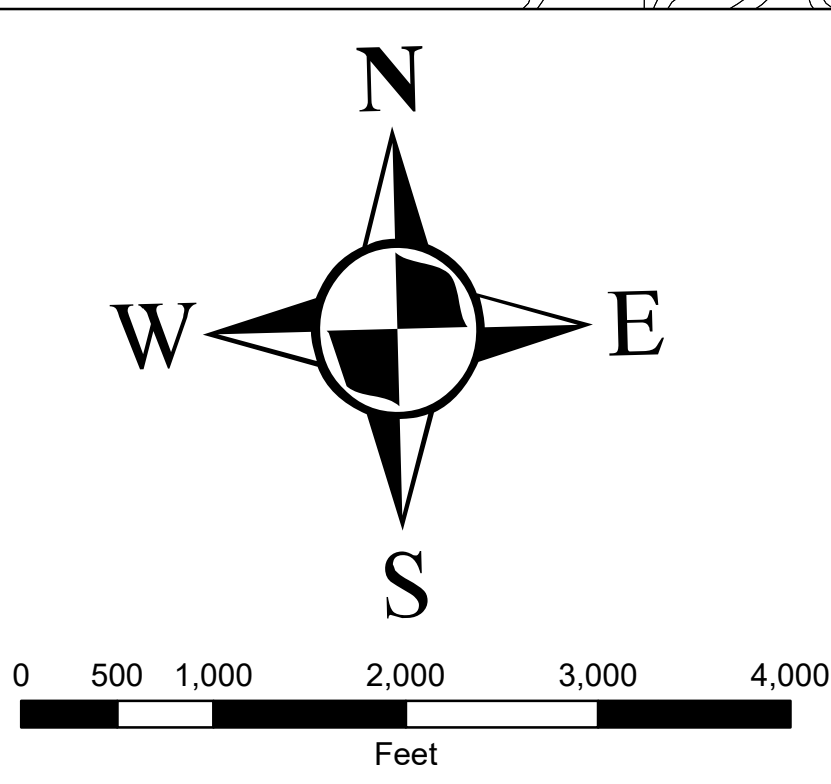
Policy 17.A.7.1 - The committee created pursuant to Policy 14.A.2.6 shall include in its annual reviews and activities, its evaluation of this Element and shall promulgate any recommendations deemed appropriate to modify and improve the Element and its desired outcomes (reference Section 14.06).

Policy 17.A.7.2 - The City and the School Board will coordinate during updates or amendments to this Comprehensive Plan and updates or amendments for long-range plans for School Board facilities.



Legend

- City Limits
- New Future Land Use**
- Residential (R)
- Mixed Use (MU)
- Commercial (C)
- Industrial (IN)
- Public Lands (PL)
- Conservation (CON)



Old Future Land Use			New Future Land Use		
Count	Acreage		Count	Acreage	
LDR	7931	5140.07	R	8223	4441.16
MDLR	25	61.08			
MDR	1226	752.56			
HDR	6	40.20			
MX	241	71.31	MU	1640	997.04
MU	12	85.47			
DMU	168	37.52			
C	1004	1468.23	C	1116	2421.86
IN	79	216.91	IN	19	46.88
PL	87	897.10	PL	88	882.15
CON	106	397.50	CON	6	325.31

PROPOSED FUTURE LAND USE

PREPARED BY COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 2011 FLA STATE PLANE, NORTH ZONE U S SURVEY FEET (FL83-NF)



Prepared 10/29/2020



Staff Report

CITY COUNCIL MEETING DATE: November 9, 2020

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Service Director
DATE: 11/4/2020
SUBJECT: Resolution 2021-02 Amending the Comprehensive Fee Schedule

BACKGROUND:

With the adoption of the ordinance to allow the appointment of a special magistrate to hear code enforcement and red light hearing cases it is necessary to adopt a fee to cover the expenses incurred by city staff in preparation for the hearing.

The establishment of a Code Compliance Administrative Fee necessitates an amendment to the Comprehensive Fee Schedule creating an Administrative Fee for the Code Compliance division of Community Development Services.

DISCUSSION:

Following the establishment of an Administrative Fees for Code Compliance cases and Red Light Hearings, staff found that it was necessary to amend the Comprehensive Fee Schedule to create a Code Compliance Administrative Fee. Such fees will be \$250.00 each.

See attached document titled Fee Schedule Amendment, November 9, 2020 for the proposed amendment to the Comprehensive Fee Schedule. Proposed additions can be found on pages 18 and 30 and are underlined.

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

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

This amendment alone will not have an effect on the City budget. However, the addition of the aforementioned fee will affect the revenue collected for the budget.

RECOMMENDED ACTION

Staff respectfully requests approval of resolution 2021-02.

Attachments

1. 2021 Comprehensive Fee Schedule

RESOLUTION: 2021-2

**A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA,
AMENDING THE COMPREHENSIVE FEE SCHEDULE, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Resolution 2020-13, adopted August 31, 2020, establishes a Comprehensive Fee Schedule; and

WHEREAS, Resolution 2020-13 provides for amendment of the fee schedule by Resolution of the City Council.

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

Section 1. Authority - Amending Comprehensive Fee Schedule.

Pursuant to the authority of Section 2-28 of the City Code of Ordinances, the Comprehensive Fee Schedule is amended to adopt fee schedules as outlined in the attached document titled 2021 Comprehensive Fee Schedule.

Section 2. Effective Date.

This Resolution shall take effect immediately upon approval by City Council and signature of the Mayor.

PASSED AND ADOPTED IN REGULAR SESSION THIS _____ OF _____, 2020

CITY OF CRESTVIEW, FLORIDA

JB Whitten, Mayor

Attest:

Elizabeth M. Roy, City Clerk



Comprehensive Fee Schedule for Fiscal Year 2020-2021

Effective Date: September 1, 2020

Table of Contents

City Manager	3
City Clerk.....	4
Lien Searches	4
Qualifying fees of candidates.....	4
Community Development Services	5
Business Tax Receipts	5
Planning and Zoning	8
Subdivisions.....	8
Preparation of C and D landfill application.	11
GIS	11
Building Permits	11
Concurrency Evaluation Review	20
Code Compliance.....	20
Public Services.....	21
Water and Sewer Connection Fees	21
Per Gallon Rates <i>[See Section 90-138 & 90-137 for full scope of fees]</i>	22
Stormwater Rates*	23
Community Recreation and Enrichment Services	24
Library	26
Fire Department	27
Life safety annual permit	27
Life safety plan review fees	27
Police Department.....	29
Miscellaneous Fees	32
Fee for telecommunications company occupation of rights-of-way.....	32
Special fire services facilities fee.....	32
Residential and Commercial Solid Waste, Yard Refuse, and Recycling	32
Natural gas utility franchise to the Okaloosa Gas District.....	33
Recycling Services.....	33
Article III. – Stormwater Management: Civil & Criminal Penalties	33
Article XXIII. – Landscape Development Penalty	33
Article XXIV. – Itinerant Vendors Penalty	33
Assessment for law enforcement education.....	33

City Manager			
Department and/or Service	Fee Description	Current Rate	Implemented
Note:			

City Clerk			
Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Lien Searches			
# of Days Prior to Proposed Due Date	3 to 5 Business Days	\$65.00	Resolution 2020-13
Qualifying fees of candidates			
Qualifying fees of candidates <i>[See Section 26-1 for full scope of fee]</i>	For member of the city council	\$10.00	Resolution 2020-13
	For mayor	\$25.00	Resolution 2020-13
	For city clerk	\$50.00	Resolution 2020-13
Other Fees			
General Penalty; continuing violations	“...where no specific penalty is provided therefor, ...” <i>[See Section 1-11(a) for full scope of fine.]</i>	\$500.00	Resolution 2020-13
Drug Nuisance Abatement Board	<i>[See Section 2-127 for full scope of fine.]</i>		Resolution 2020-13
	2-127(a)(1)	\$250.00	
	2-127(a)(4)	\$500.00	
	2-127(f)	\$7500.00	
Public Records	Fees are charged in accordance with Chapter 119.07(4), Florida Statutes		Resolution 2020-13

Community Development Services

Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Business Tax Receipts			
Agencies/Brokers			
	Rental	\$37.50	Resolution 2020-13
	Abstract	\$52.50	Resolution 2020-13
	Collection	\$52.50	Resolution 2020-13
	Credit	\$52.50	Resolution 2020-13
	Real Estate	\$52.50	Resolution 2020-13
	Travel	\$52.50	Resolution 2020-13
	Advertising	\$75.00	Resolution 2020-13
	Detective	\$75.00	Resolution 2020-13
	Employment	\$75.00	Resolution 2020-13
	Stocks, Bonds, Other Securities	\$112.50	Resolution 2020-13
Automobile Dealers			
	New Automobiles w/factory accessories	\$135.00	Resolution 2020-13
	Used Automobiles	\$75.00	Resolution 2020-13
Banking/Lending Institutions			
	Pawnbroker	\$75.00	Resolution 2020-13
	Building Loan and Savings Association	\$150.00	Resolution 2020-13
	Money Lenders	\$150.00	Resolution 2020-13
	Banks	\$225.00	Resolution 2020-13
	Finance Company	\$225.00	Resolution 2020-13
Barber/Beauty/Cosmetology			
	Shop (one chair)	\$22.50	Resolution 2020-13
	Plus, each additional chair	\$15.00	Resolution 2020-13
Clairvoyants, Divine Healers, Faith Curist, etc.		\$225.00	Resolution 2020-13
Coin Operated Devices		\$37.50	Resolution 2020-13
Communications Services			
	Radio Broadcast Stations	\$150.00	Resolution 2020-13
	Television Stations	\$150.00	Resolution 2020-13
Contractors			
	Alarm	\$37.50	Resolution 2020-13
	Cabinet Makers	\$37.50	Resolution 2020-13
	Cement	\$37.50	Resolution 2020-13
	House Movers	\$37.50	Resolution 2020-13
	House Wreckers	\$37.50	Resolution 2020-13
	Tile	\$37.50	Resolution 2020-13
	Painting	\$52.50	Resolution 2020-13
	Landscaping	\$75.00	Resolution 2020-13
	Electrical	\$112.50	Resolution 2020-13
	HVAC	\$150.00	Resolution 2020-13
	Pest Control	\$150.00	Resolution 2020-13
	Pile Driving	\$150.00	Resolution 2020-13
	Plastering/Stucco	\$150.00	Resolution 2020-13
	Plumbing	\$150.00	Resolution 2020-13
	Roofing	\$150.00	Resolution 2020-13
	Siding	\$150.00	Resolution 2020-13
	Tree Surgery	\$150.00	Resolution 2020-13
	Washing/Cleaning Houses (Exterior)	\$150.00	Resolution 2020-13

	Well Drilling	\$150.00	Resolution 2020-13
Department and/or Service	Fee Description	Current Rate	Implemented
	Unlisted	\$150.00	Resolution 2020-13
	Asphalt/Concrete Paving	\$225.00	Resolution 2020-13
	General	\$300.00	Resolution 2020-13
	Utility (Water, Sewer, Cable)	\$300.00	Resolution 2020-13
Entertainment/Amusement			
	Animal Exhibitions	\$37.50	Resolution 2020-13
	Skating Rink	\$37.50	Resolution 2020-13
	Athletic Club	\$52.50	Resolution 2020-13
	Billiards, Pool (one table)	\$52.50	Resolution 2020-13
	Each Additional Table	\$15.00	Resolution 2020-13
	Bowling Alley (one alley)	\$52.50	Resolution 2020-13
	Each Additional Alley	\$20.00	Resolution 2020-13
	Golf Course	\$52.50	Resolution 2020-13
	Auctioneering	\$75.00	Resolution 2020-13
	Theater	\$75.00	Resolution 2020-13
	Nightclub	\$127.50	Resolution 2020-13
	Circus	\$150.00	Resolution 2020-13
	Promoters	\$150.00	Resolution 2020-13
	Amusement Parks	\$300.00	Resolution 2020-13
	Plus, Each Show, Ride, Concession	\$52.50	Resolution 2020-13
	Carnival	\$300.00	Resolution 2020-13
Exhibition Facility (selling or taking orders for any goods, etc. from booths, exhibits...)			
	First 5 Spaces	\$35.00	Resolution 2020-13
	Each Additional Space	\$2.00	Resolution 2020-13
	Minimum Fee	\$35.00	Resolution 2020-13
Gas Company			
	Artificial or Commingled, Natural	\$225.00	Resolution 2020-13
Gasoline, Filling or Service Stations			
	Two Nozzles	\$37.50	Resolution 2020-13
	Each Additional Nozzle	\$15.00	Resolution 2020-13
Insurance			
	Adjusters	\$37.50	Resolution 2020-13
	Agents	\$37.50	Resolution 2020-13
	Junk Shops	\$150.00	Resolution 2020-13
Laundry and/or Dry Cleaners			
	Operating	\$75.00	Resolution 2020-13
	Self-Serve	\$37.50	Resolution 2020-13
Merchants			
	1-3 Employees	\$25.00	Resolution 2020-13
	4-7 Employees	\$50.00	Resolution 2020-13
	8-12 Employees	\$75.00	Resolution 2020-13
	13-18 Employees	\$100.00	Resolution 2020-13
	19-25 Employees	\$125.00	Resolution 2020-13
	26-33 Employees	\$150.00	Resolution 2020-13
	34 or More Employees	\$200.00	Resolution 2020-13
Professionals (State or Industry Regulated)			
	Funeral Director	\$52.50	Resolution 2020-13
	Chiropractor	\$75.00	Resolution 2020-13
	Engineer	\$75.00	Resolution 2020-13
	Naturopath	\$75.00	Resolution 2020-13
	Osteopath	\$75.00	Resolution 2020-13

	Surveyors	\$75.00	Resolution 2020-13
	Veterinarian	\$75.00	Resolution 2020-13
Department and/or Service	Fee Description	Current Rate	Implemented
	Certified Public Accountant	\$112.50	Resolution 2020-13
	Architect	\$150.00	Resolution 2020-13
	Dentist	\$150.00	Resolution 2020-13
	Doctors, Physicians, Surgeon	\$150.00	Resolution 2020-13
	Attorneys, each:		
	First 5yrs after graduation from law school/bar	\$75.00	Resolution 2020-13
	After 5yrs from graduation from law school/bar	\$112.50	Resolution 2020-13
Rental Units			
	Apartment Houses (each unit)	\$7.50	Resolution 2020-13
	Hotel/Motel:		
	First 100 Rooms, each room	\$2.25	Resolution 2020-13
	Second 100 Rooms, each room	\$1.50	Resolution 2020-13
	Next 100 Rooms, each room	\$0.75	Resolution 2020-13
	Cigar & Newsstand	\$37.50	Resolution 2020-13
	Restaurant within	\$37.50	Resolution 2020-13
	Warehouse Storage:		
	Up to 5,000 sq. ft.	\$52.50	Resolution 2020-13
	Over 5,000 sq. ft.	\$78.75	Resolution 2020-13
	Trailer Park		
	First 5 Spaces	\$52.50	Resolution 2020-13
	Each Additional Space	\$3.00	Resolution 2020-13
Restaurants			
	Inside Dining	\$52.50	Resolution 2020-13
	Drive-up Window, per window	\$37.50	Resolution 2020-13
	Schools	\$37.50	Resolution 2020-13
	Business	\$37.50	Resolution 2020-13
	Dance	\$37.50	Resolution 2020-13
	Music	\$37.50	Resolution 2020-13
Services			
	Childcare	\$22.50	Resolution 2020-13
	Blueprinting	\$37.50	Resolution 2020-13
	Car Wash	\$37.50	Resolution 2020-13
	Carpet Cleaning	\$37.50	Resolution 2020-13
	Catering	\$37.50	Resolution 2020-13
	Cemetery Company	\$37.50	Resolution 2020-13
	House Cleaning	\$37.50	Resolution 2020-13
	Janitorial	\$37.50	Resolution 2020-13
	Lawn Care	\$37.50	Resolution 2020-13
	Locksmith	\$37.50	Resolution 2020-13
	Medical Clinic	\$37.50	Resolution 2020-13
	Parcel Delivery	\$37.50	Resolution 2020-13
	Repair Shop	\$37.50	Resolution 2020-13
	Taxidermist	\$37.50	Resolution 2020-13
	Upholstery	\$37.50	Resolution 2020-13
	Accounting, Bookkeeping, Tax Service	\$52.50	Resolution 2020-13
	Drafting	\$52.50	Resolution 2020-13
	Freezer/ Cold Storage	\$52.50	Resolution 2020-13
	Machine Shop	\$52.50	Resolution 2020-13

	Auto for Hire	\$75.00	Resolution 2020-13
	Dental Lab	\$75.00	Resolution 2020-13
	Guaranty/Surety Company	\$75.00	Resolution 2020-13
Department and/or Service	Fee Description	Current Rate	Implemented
	Wrecker	\$75.00	Resolution 2020-13
	Photographer	\$105.00	Resolution 2020-13
	Bonding Company	\$150.00	Resolution 2020-13
	Taxicab Company (each car)	\$37.50	Resolution 2020-13
	Vending Machine Company	\$75.00	Resolution 2020-13
	Unclassified	\$52.50	Resolution 2020-13
Trucks / vehicles-Selling merchandise; license & registration	“... from which vegetables and farm and grove products, not raised and produced ...” [See Section 18-49(a) for full scope of fee]	\$50.00 occupational license tax	Resolution 2020-13
Penalty for delinquent payment	“... who engages in any business, occupation, or profession covered by this chapter of the code...” [See Section 18-35(c) for full scope of penalty]	\$250.00	Resolution 2020-13
Planning and Zoning			
Subdivisions			
	Master Planned Development	\$2,000.00 base fee, plus \$20.00 per acre or fraction thereof Resubmittal Fee (each submittal) of \$500.00	Resolution 2020-13
	Residential development (subdivision)	\$350.00 base fee, plus \$15.00 per lot Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Residential planned unit development	\$800.00 base fee, plus \$15.00 per lot/unit Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Commercial and industrial development (subdivision)	\$350.00 base fee, plus \$15.00 per lot Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Planned mixed development district	1. Base plan, \$800.00. 2. Plus, each parcel within the subdivision, \$15.00. 3. Revised plan submittal, \$150.00, each submittal.	Resolution 2020-13
	Mobile home parks	\$350.00 base fee, plus \$15.00 per lot Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Developments of regional impact	\$2,000.00 base fee, plus \$20.00 per acre or fraction thereof Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
Commercial/industrial site plan reviews.			
	Area-wide impact projects (commercial & industrial site plan review)	\$2,000.00 base fee for the 1st 100,000 square feet, plus \$20.00 per 1,000 square feet or fraction thereof Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Major development projects (commercial & industrial site plan review)	\$500.00 base fee for the 1st 10,000 square feet, plus \$40.00 per 1,000 square feet or fraction thereof Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Minor projects (commercial & industrial site plan review)	\$500.00 base fee for the 1st 10,000 square feet, plus \$40.00 per 1,000 square feet or fraction thereof Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Commercial interior remodel or interior build out (commercial & industrial site plan review)	2,000 square feet or less: \$250.00 2,001 square feet or greater: \$350.00 Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
Local planning application, administrative and processing fees.			
	Voluntary annexation into the city	10 acres or less: \$1,200.00 – includes comp plan amendment and rezoning. More than 10 acres: \$1,200.00 plus \$10 per acre or fraction thereof – includes comp plan amendment and rezoning. All costs included.	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Comprehensive plan amendments, small scale	\$2,500.00 All costs included.	Resolution 2020-13
	Conventional comprehensive plan amendments	\$2,500.00 plus \$10.00 per acre or fraction thereof All costs included.	Resolution 2020-13
	Zoning changes	\$750.00 All costs included.	Resolution 2020-13
	Lot split request and minor replat request	\$50.00, All costs included.	Resolution 2020-13
	Right of way vacations	\$600.00 All costs included.	Resolution 2020-13
	Variances and special exceptions	\$1500.00 All costs included.	Resolution 2020-13
	Administrative Deviation	\$125	Resolution 2020-13
	Out-of-city utility request for water and/or sewer	Residential: \$30.00 for water and/or sewer, plus impact fees (if necessary) Commercial: \$100.00 for water and/or sewer, plus impact fees (if necessary)	Resolution 2020-13
	Alcohol beverage certificate of compliance	\$50.00	Resolution 2020-13
	Business tax receipt inspection and zoning approval	\$20.00	Resolution 2020-13
	Final site inspection; i.e. site, landscaping, parking, signage etc.	\$50.00	Resolution 2020-13
	Land clearing/protected tree removal	\$75.00	Resolution 2020-13
	Research and written interpretation of land development regulation city code	\$40.00 per item	Resolution 2020-13
	Zoning and code compliance plan review for permitting	\$25.00	Resolution 2020-13
	Zoning verification/compliance letter, or comprehensive plan consistency letter	\$45.00	Resolution 2020-13
	Appeals to the Planning & Development Board	\$1,000.00	Resolution 2020-13
Preparation of C and D landfill application.	“No specific fee is noted in this ordinance, only the requirements for the permit...” [See Section 70-48 for full scope of fee]		Resolution 2020-13
GIS			
	City Limits Map (24”x36”)	\$15.00	Resolution 2020-13
	Zoning Map (24”x36”)	\$15.00	Resolution 2020-13
	Future Land Use Map (24”x36”)	\$15.00	Resolution 2020-13
	CRA District Map (24”x36”)	\$15.00	Resolution 2020-13
Building Permits			
General Fees			

Department and/or Service	Fee Description	Current Rate	Implemented
	Building Permit Processing Fee (Base Fee)	\$55.00 If the permit fee does not cover the costs of the required inspections, a trip charge of \$45.00 shall be added for each inspection not covered by the permit fees.	Resolution 2020-13
	Change of contractor, transfer of permit	Prorate balance of work	Resolution 2020-13
	Expired permit	Re-issuance-50 percent of the original fee paid if the fee is paid within 30 days of the expiration date. After 30 days, the full original fee is due.	Resolution 2020-13
	Undervalued permits	if the building permit valuation appears to be underestimated on the application, the permit may be withheld unless the applicant can show detailed cost estimates which meet the approval of the building official. The building official may require a copy of the construction contract to be submitted with the permit application.	Resolution 2020-13
Plan Review Fees	Plan check fee	25% SFD 50% of building fee for occupancies other than one- and two-family dwellings	Resolution 2020-13
	Threshold building transmittal/processing/ICC	The applicant shall pay the applicable fees assessed by the ICC at the time plans are submitted.	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Plan Review Fees	Addendum fee <i>[See Section 102-351 for full scope of fees]</i>	\$75.00 An addendum applies to changes that occur during construction that results in plan revisions.	Resolution 2020-13
	Revision fee <i>[See Section 102-351(b)(2)(d) for full scope of fees]</i>	\$75.00 Revision fees apply to plans which are still under review prior to permit issuance, that do not comply with the Florida Building Code and which have been returned to the applicant for revisions	Resolution 2020-13
	Re-submittal fee* <i>[See Section 102-351(b)(2)(f) for full scope of fees]</i>	Plans that are resubmitted to be re-reviewed shall be subject to a fee equal to ½ original plan review fee.	Resolution 2020-13
* A Surcharge will be collected in accordance with and for the purposes stated in F.S 468.631 & 553.721			
Construction Permit Fees			
Master Permit Fees [See Section 102-351 for full scope of fees]	\$15,000 and less	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	\$15,000.01 to \$50,000.00	\$75.00 for the first \$15,000.00 plus \$4.00 for each additional thousand or fraction thereof, up to and including \$50,000.00.	Resolution 2020-13
	\$50,000.01 to \$100,000.00	\$215.00 for the first \$50,000.00 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$100,000.00.	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Master Permit Fees [See Section 102-351 for full scope of fees]	\$100,000.01 to \$500,000.00	\$365.00 for the first \$100,000.00 plus \$2.00 for each additional thousand or fraction thereof, up to and including \$500,000.00.	Resolution 2020-13
	\$500,000.01 and up	\$1,165.00 for the first \$500,000.00 plus \$1.25 for each additional thousand or fraction thereof.	Resolution 2020-13
Moving Structure Fee	To move any non-portable structure from one lot to another noncontiguous lot within the city,	\$175.00.	Resolution 2020-13
	To move any non-portable structure from outside of the city limits to a lot within the city limits,	\$250.00.	Resolution 2020-13
	To move any non-portable structure from one location to another location within the same lot, parcel or tract,	\$45.00.	Resolution 2020-13
	A separate building permit shall be secured for the foundation upon which such structure shall be placed,	\$90.00.	Resolution 2020-13
	Mobile Home Fee	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	Demolition Fee	\$59.50 plus \$9.45 per 2,000 sq ft above 20,000 sq ft or fraction thereof	Resolution 2020-13
	Temporary use permit fee	Placement of tents that are in excess of 120 square feet, \$45.00. Job site construction trailers \$45.00 All other temporary structures \$45.00	Resolution 2020-13
	Additional Inspection Fee	\$45.00	Resolution 2020-13
	After Hours Inspection Fee	\$100.00 per hour with a one-hour minimum charge	Resolution 2020-13
	Re-Inspection Fee [See Section 102-351 for full scope of fees]	First - \$30.00 Second - \$50.00 Third and more - \$120.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Change of use fee	\$30.00 and a certificate of occupancy shall be reissued upon determining compliance	Resolution 2020-13
	Annual facility permit fees <i>[See Section 102-351 for full scope of fees]</i>	\$150.00 and shall be valid for one-year from date of issuance, separate permit for each trade.	Resolution 2020-13
	Certificate of Occupancy	\$38.00	Resolution 2020-13
	Certificate of Completion	\$38.00	Resolution 2020-13
	Temporary Certificate of Occupancy	\$200.00	Resolution 2020-13
	TCO Extensions	\$50.00 Each	Resolution 2020-13
Electrical Permits			
	Base Permit Fee	\$55.00	Resolution 2020-13
Service Fees (Includes Generators)	Temporary Pole up to 100 Amp.	\$35.00	Resolution 2020-13
	Temporary Pole over 100 Amp.	\$50.00	Resolution 2020-13
	Main Service up to 100 Amp.	\$45.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 101 Amp. to 200 Amp.	\$70.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 201 Amp. to 400 Amp.	\$85.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 401 Amp. to 600 Amp.	\$105.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 601 Amp. to 800 Amp.	\$120.00 Plus, per circuit 2.25	Resolution 2020-13
	Main Service over 800 Amp	\$0.20 per amperes 100.00 Plus, per circuit 2.50	Resolution 2020-13
	Sub panel derived from main service	\$40.00 plus \$1.85 per circuit	Resolution 2020-13
	Reconnect meter inspection fee	\$30.00	Resolution 2020-13
Electrical Motor Fees	Motor up to 1 HP	\$5.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 1 HP up to 3 HP	\$7.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 3 HP up to 5 HP	\$9.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 5 HP up to 8 HP	\$10.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 8 HP up to 10 HP	\$12.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 10 HP up to 25 HP	\$14.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 25 HP	\$17.00 Plus, per circuit \$1.85	Resolution 2020-13
Miscellaneous Fees	Branch Circuits, Feeders	\$2.50	Resolution 2020-13
	Repair (Work-With)	\$30.00	Resolution 2020-13
	Elevator, Electrical	\$175.00	Resolution 2020-13
Swimming Pool Fees	Private swimming pool electrical	\$30.00 Plus, per circuit \$1.85	Resolution 2020-13
	Public swimming pool electrical	\$100.00 Plus, per circuit \$1.85	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Transformer Fees	Transformer up to 50 Amp.	\$25.00 Plus, per circuit \$1.85	Resolution 2020-13
	Transformer over 50 Amp.	\$35.00 Plus, per circuit \$1.85	Resolution 2020-13
X-Ray Unit Fees	Initial Unit	\$50.00 Plus, per circuit \$1.85	Resolution 2020-13
	Each Additional Unit	\$25.00 Plus, per circuit \$1.85	Resolution 2020-13
Alarm System Fees	Security Alarm Permit (wired)	\$40.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm up to \$999.99	\$70.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$1000-\$4999.99	\$100.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$5000-\$9999.99	\$150.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$10,000 and up	\$200.00 Plus, per circuit \$1.85	Resolution 2020-13
Early Power (No Master Permit)	Commercial Power, First service	Early Power \$38.00	Resolution 2020-13
	Commercial Power, Each additional service	Early Power \$38.00	Resolution 2020-13
	Residential Power, First service	Early Power \$38.00	Resolution 2020-13
	Residential Power, Each additional service	Early Power \$38.00	Resolution 2020-13
Mechanical Permits and Inspection			
	Base Permit Fee	\$55.00	Resolution 2020-13
Electric heating fees, each system.		\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
Central air conditioning (including heat pump) fees, each system:		\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
Miscellaneous fees:		\$5.80 plus \$3.45 for each additional \$1,000 or fraction thereof	Resolution 2020-13
	Rehabilitation of substandard	Reduced by 50% housing, unless permit is for minimum of \$5.00. Repairs, alterations and additions to an existing system under \$500.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Miscellaneous fees:	Commercial kitchen exhaust hood	\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
Plumbing			
	Base Permit Fee	\$55.00	Resolution 2020-13
	Plus, per plumbing fixture, floor drain or trap, including water and drainage pipe	\$3.50	Resolution 2020-13
	Electric Water Heater Replacement	\$30.00	Resolution 2020-13
Grease trap/interceptor, new and replacement, per interceptor	Under sink interceptor and Underground system	\$150.00	Resolution 2020-13
	Repair or replacement of any water distribution line, building drain piping, or sewer line	\$30.00	Resolution 2020-13
Irrigation			
	Shallow Well	\$35.00	Resolution 2020-13
	Residential (1 &2 Family)	\$30.00	Resolution 2020-13
	Commercial	\$70.00	Resolution 2020-13
Gas			
	Gas Fixture (New)	\$3.50	Resolution 2020-13
	Gas Fixture (Replacement)	\$30.00	Resolution 2020-13
	Gas Line (Repair or Replacement)	\$30.00	Resolution 2020-13
Water and sewer permit fees			
	Per each residential sewer/water tap and line roughed in	\$30.00	Resolution 2020-13
	Per each non-residential sewer/water tap and line roughed in	\$45.00	Resolution 2020-13
Fire Sprinkler System Permit			
	One- and two-family dwellings	\$120.00 per building	Resolution 2020-13
	Commercial; small, six heads or less	\$120.00 per building	Resolution 2020-13
	Commercial; large, seven or more heads	\$250.00 per building	Resolution 2020-13
	Existing systems; each relocated or additional sprinkler head	\$5.00	Resolution 2020-13
	Exhaust hood fire suppression system permit	\$60.00 per hood system	Resolution 2020-13
Floodplain Development Permit			
Minor Floodplain Development	Accessory Structures	\$30.00	Resolution 2020-13
	Habitable buildings	\$100.00	Resolution 2020-13
Major Floodplain Development	New development	\$250.00	Resolution 2020-13
	Other development	\$200.00	Resolution 2020-13
	Letter of map change/ flood study review	\$150.00	Resolution 2020-13
Installation of pollutant/hazardous storage tank fees			
	Above ground	\$175.00	Resolution 2020-13
	Underground	\$350.00	Resolution 2020-13
	Removal of storage tank	\$70.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Irrigation and lawn sprinkler fees			
	Residential (one-and two-family dwellings)	\$30.00	Resolution 2020-13
	Commercial (other than one-and two-family dwellings)	\$70.00	Resolution 2020-13
	Shallow Well	\$35.00	Resolution 2020-13
Driveway permit inspection			
	Residential (one-and two-family dwellings)	\$35.00	Resolution 2020-13
	Commercial (other than one-and two-family dwellings)	\$50.00	Resolution 2020-13
In ground swimming pool permit			
	Private pools and spas	\$135.00	Resolution 2020-13
	Public pool fees shall be assed based on the contract price of the pool, as specified in Section (b)(1).	Master Permit fees	Resolution 2020-13
	Pool modifications	\$100.00	Resolution 2020-13
Minor residential accessory structure permit			
	One-and two-family dwellings	\$15.00	Resolution 2020-13
Proper permits needed			
	Owner-builders	Fee of two times the usual permit fee for each required permit	Resolution 2020-13
	Contractors	Fee of four times the usual permit fee plus an additional \$500.00 each occurrence for each required permit	Resolution 2020-13
	Reduced fee or no-cost permits	Reduced fee or no-cost permits shall not be granted pursuant to F.S. § 553.80(7)(b)(2), except for city projects carried out by the city public services department employees. Costs for these permits shall be covered by utilities and other services provided by the city at no expense to the building division.	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Refunds of permit fees	Conditional; no work has commenced, & permit has not expired; requires written notice to the BO. Shall not include base fee or plan review fee if applicable.	Resolution 2020-13
Sign permit fees			
Permanent accessory signs; I-10 Corridor accessory signs; Outdoor advertising signs; I-10 Corridor outdoor advertising signs	\$15,000 and less	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	\$15,000.01 to \$50,000.00	\$75.00 for the first \$15,000.00 plus \$4.00 for each additional thousand or fraction thereof, up to and including \$50,000.00.	Resolution 2020-13
	\$50,000.01 to \$100,000.00	\$215.00 for the first \$50,000.00 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$100,000.00.	Resolution 2020-13
	\$100,000.01 to \$500,000.00	\$365.00 for the first \$100,000.00 plus \$2.00 for each additional thousand or fraction thereof, up to and including \$500,000.00.	Resolution 2020-13
	\$500,000.01 and up	\$1,165.00 for the first \$500,000.00 plus \$1.25 for each additional thousand or fraction thereof.	Resolution 2020-13
Concurrency Evaluation Review			
	Multifamily project per building.	\$25.00	Resolution 2020-13
	Commercial project per building.	\$25.00	
	Single-family home	\$25.00	
Code Compliance			
	Any person who violates any of the provisions of this section is punishable as provided in F.S. 162 to be imposed by special magistrate.	Up to \$250 for first offense \$500.00 for the second	Resolution 2020-13
Citation	1 st Offense	Written citation	Resolution 2020-13
	2 nd Offense	\$75.00	Resolution 2020-13
	3 rd Offense	\$150.00	Resolution 2020-13
Judgment upon failure to contest citation	“... who fails to pay the appropriate civil penalty with the time period allowed, ...” [See Section 24-8 for full scope of fine]	\$500.00	Resolution 2020-13
Administrative Fee	Administrative filing costs	\$250.00	Resolution 2021-02

Public Services			
Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Water and Sewer Connection Fees			
Inside City Limits			
Water Connection	3/4"	\$800	Resolution 2020-13
	1"	\$1000	Resolution 2020-13
	1 1/2"	\$1500	Resolution 2020-13
	2"	\$2000	Resolution 2020-13
	Larger than 2"	At Cost plus \$100.00 for installation	Resolution 2020-13
Sewer Connection	Residential 4"	\$1020	Resolution 2020-13
	Commercial 4"	\$1230	Resolution 2020-13
	Commercial 6"	\$1680	Resolution 2020-13
	Commercial 8"	\$2160	Resolution 2020-13
Backflow	Residential Backflow prevention device	\$40	Resolution 2020-13
	Half-inch to 1 1/2-inch Backflow (repair cost-materials only)	\$40	Resolution 2020-13
	Two-inch to four-inch (repair cost-materials and \$10.00 labor fee)	\$50	Resolution 2020-13
	Six-inch to eight-inch (repair cost-materials and \$20.00 labor fee)	\$60	Resolution 2020-13
Outside City Limits			
Water Connection	3/4"	\$1200	Resolution 2020-13
	1"	\$1500	Resolution 2020-13
	1 1/2"	\$2250	Resolution 2020-13
	2"	\$3000	Resolution 2020-13
	Larger than 2"	At Cost plus \$150.00 for installation	Resolution 2020-13
Sewer Connection	Residential 4"	\$1530	Resolution 2020-13
	Commercial 4"	\$1845	Resolution 2020-13
	Commercial 6"	\$2520	Resolution 2020-13
	Commercial 8"	\$2700	Resolution 2020-13
Backflow	Residential backflow prevention device	\$60	Resolution 2020-13
	Half-inch to 1 1/2-inch Backflow (repair cost-materials only)	\$60	Resolution 2020-13
	Two-inch to four-inch (repair cost-materials and \$15.00 labor fee)	\$75	Resolution 2020-13
	Six-inch to eight-inch (repair cost-materials and \$30.00 labor fee)	\$90	Resolution 2020-13
Other Water and Sewer Charges			
Deposits	Inside Residential	\$60	Resolution 2020-13
	Outside Residential	\$90	Resolution 2020-13
	Inside Commercial	\$250	Resolution 2020-13
	Outside Commercial	\$300	Resolution 2020-13
Average Bill	Water	\$9.60	Resolution 2020-13
	Sewer (subtract if on septic)	\$17.85	Resolution 2020-13
	Garbage	\$22.95 / 25.95	Resolution 2020-13
	Total	\$50.40 / 53.40	Resolution 2020-13
	Lock Damaged	\$10.00	Resolution 2020-13
	Curb Stop Damaged	\$50.00	Resolution 2020-13
	Register Damaged	\$115.00	Resolution 2020-13
	Pull meter/replace meter (Customer request)	\$100.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Meter Test	\$50.00	Resolution 2020-13
	Septic to Sewer	\$130	Resolution 2020-13
Restoration of water service through existing connection	A person desiring to have water service restored...” [See Section 90-30 for full scope of fee]	\$20.00 plus utility deposit amount	Resolution 2020-13
	“Utility service may be restored or continued...” [See Section 90-139 for full scope of fee]	\$25.00 plus amount necessary to create a utility deposit equal to the deposit requirement for a new customer.	Resolution 2020-13
Transfer of utility services from one location to another	“A customer desiring to transfer his utility...” [See Section 90-31 for full scope of fee]	\$20.00	Resolution 2020-13
Temporary connection of utilities	“In the event a landlord, homeowner, or ...” [See Section 90-32 for full scope of fee] Water and Sewer Service Garbage Service	 \$30.00 \$19.00	Resolution 2020-13
Private Sewage Disposal System	Permit and Inspection Fee	\$15.00	Resolution 2020-13
Damaged MXU	Single Port MXU	\$145.00	Resolution 2020-13
	Dual Port MXU	\$165.00	
	One Triple Wire	\$18.50	
Building Sewer Permit and Inspection Fee	Residential or Commercial	\$15.00	Resolution 2020-13
	Industrial	\$25.00	
Per Gallon Rates [See Section 90-138 & 90-137 for full scope of fees]			
Inside City Limits			
Residential Water	Base Fee (up to 2,000 gallons)	\$9.98	Resolution 2020-13
	Next 3,000 gallons of water consumed, rate per 1,000 gallons	\$2.13	Resolution 2020-13
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$2.18	Resolution 2020-13
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$2.39	Resolution 2020-13
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$2.70	Resolution 2020-13
Residential Sewer	Base Fee (up to 2,000 gallons)	\$18.56	Resolution 2020-13
	Next 14,000 gallons of water consumed, rate per 1,000 gallons	\$5.62	Resolution 2020-13
	Over 16,000 gallons of water consumed rate per 1,000 gallons (Max Charge)	\$97.19	Resolution 2020-13
Commercial Water	Minimum charge (includes the first 1,000 gallons of water consumed)	\$12.38	Resolution 2020-13
	Next 4,000 gallons of water consumed, rate per 1,000 gallons	\$2.13	Resolution 2020-13
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$2.18	Resolution 2020-13
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$2.39	Resolution 2020-13
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$2.70	Resolution 2020-13
Commercial Sewer	Minimum charge (includes the first 1,000 gallons of water consumed)	\$20.28	Resolution 2020-13
	Rate per 1,000 gallons consumed after initial 1,000 gallons consumption	\$5.62	Resolution 2020-13
*Out of City Water/Sewer Rates will continue to be charged as allowed by the Code of Ordinances of the City of Crestview. A copy of these rates is available upon request.			

Department and/or Service	Fee Description	Current Rate	Implemented
Outside City Limits			
Residential Water	Base rate 0 – 2000 gallons	\$14.97	Resolution 2020-13
	2001 – 5000	\$3.20 per 1000	Resolution 2020-13
	5001 – 10,000	\$3.27 per 1000	Resolution 2020-13
	10,001 – 20,000	\$3.59 per 1000	Resolution 2020-13
	Over 20,001	\$4.05 per 1000	Resolution 2020-13
Residential Sewer	Base rate 0 – 2000 gallons	\$27.84	Resolution 2020-13
	Over 2000	\$8.43 per 1000 over 2000	Resolution 2020-13
	Capped at 16,000	\$145.79	Resolution 2020-13
Commercial Water	Base rate 0 – 2000 gallons	\$18.57	Resolution 2020-13
	2001 – 5000	\$3.20 per 1000	Resolution 2020-13
	5001 – 10,000	\$3.27 per 1000	Resolution 2020-13
	10,001 – 20,000	\$3.59 per 1000	Resolution 2020-13
	Over 20,001	\$4.05 per 1000	Resolution 2020-13
Commercial Sewer	Base rate 0 – 1000 gallons	\$30.42	Resolution 2020-13
	Over 1000	\$8.43 per 1000 over 1000	Resolution 2020-13
Impact Fees			
	Water	\$1400 Per ERU	Resolution 2020-13
	Sanitary Sewer	\$3200 Per ERU	Resolution 2020-13
Stormwater Rates*			
ERU (Equivalent Residential Unit) = \$2.50 Base Fee. An ERU is each 2,200 SF above 10,000 SF			
Residential		\$2.50 Flat rate	Resolution 2020-13
Commercial / Industrial 10,000 sq ft of impervious area		\$2.50 Monthly Fee / ERU, where the first ERU is equal to 10,000 sq. ft of impervious area; plus \$2.50 Monthly Fee/ERU for each additional 3,000 sq. ft of additional impervious area up to a maximum of 9 additional ERUS (a total monthly maximum of 10 ERUs or \$25.00). Fractions round to the next whole number (i.e., 3.4 rounds to 4).	Resolution 2020-13
Credit A		Up to 30% reduction given for volume/rate control in excess of design storm	Resolution 2020-13
Credit B		Up to 30% reduction given for significant control of offsite runoff	Resolution 2020-13
*Stormwater utility rates only apply to Customers inside the City limits of Crestview.			

Community Recreation and Enrichment Services

Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Spanish Trail Amphitheater	Deposit	\$100	Resolution 2020-13
	Alcohol (Non-profit only may sell alcohol)	\$200	
	0-2 Hours	\$75	Resolution 2020-13
	2-4 Hours	\$150	Resolution 2020-13
	4-8 Hours	\$200	Resolution 2020-13
	8+ Hours	\$300	Resolution 2020-13
	2 Day Rental (1 st day up to 8 hours, 2 nd day all day)	\$400	Resolution 2020-13
Senior Center	Deposit	\$25	Resolution 2020-13
	Per Hour	\$10	Resolution 2020-13
Pavilions / Gazebo (Includes all pavilions at OSTP & Twin Hills and the gazebo at Twin Hills)	All Day	\$10	Resolution 2020-13
Allen Park	Deposit	\$0	Resolution 2020-13
	Per Day	\$25	Resolution 2020-13
Twin Hills Gymnasium	Deposit	\$50	Resolution 2020-13
	Per Hour	\$50	Resolution 2020-13
Library – Conference Room	Deposit	\$25	Resolution 2020-13
	Per Hour	\$10	Resolution 2020-13
All Fields (Twin Hills – Football, Spanish Trail Park & Durrell Lee – Softball/Baseball)	Deposit	\$50	Resolution 2020-13
	Per Hour	\$10	Resolution 2020-13
	Per Hour for Lights	\$25	Resolution 2020-13
All Food/Craft Vendor Spaces	Per Space/120v	\$10	Resolution 2020-13
	Per Space/240v	\$25	Resolution 2020-13
	With Electricity/Water	\$30	Resolution 2020-13
Bleacher Delivery	Each	\$250	Resolution 2020-13
Community Center	Deposit	\$100	Resolution 2020-13
	Alcohol (Non-profit only may sell alcohol)	\$200	
	No Food, 0-4 Hours	\$200	Resolution 2020-13
	No Food, 4-8 Hours	\$300	Resolution 2020-13
	No Food, 8+ Hours	\$400	Resolution 2020-13
	No Food, 2 day rental	\$500	Resolution 2020-13
	Food, 0-4 Hours	\$300	Resolution 2020-13
	Food, 4-8 Hours	\$400	Resolution 2020-13
	Food, 8+ Hours	\$500	Resolution 2020-13
	Food, 2 Day Rental	\$600	Resolution 2020-13
	Before and After Hours (Before 8am or after 10pm)	\$20 per hour	Resolution 2020-13
Warriors Hall	Deposit	\$100	Resolution 2020-13
	Alcohol (Non-profit only may sell alcohol)	\$200	
	0-4 Hours no food	\$100	Resolution 2020-13
	0-4 hours with food	\$200	Resolution 2020-13
	4-8 Hours no food	\$200	Resolution 2020-13
	4-8 hours with food	\$300	Resolution 2020-13
	8+ Hours no food	\$300	Resolution 2020-13
	8 + hours with food	\$400	Resolution 2020-13
	2 Day Rental no food	\$400	Resolution 2020-13
	2 Day Rental with food	\$500	Resolution 2020-13
	Before and After Hours (Before 8am or after 10pm)	\$20 per hour	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Warriors Hall	School Rates:		Resolution 2020-13
	Inside Okaloosa County	\$150	
	Per Hour After 8 Hours	\$25	
	Outside Okaloosa County	\$250	
	Per Hour After 8 Hours	\$25	
	*Up to 8 hours for student related activities ONLY		
	*Outside Okaloosa County Rates would apply for other governmental agencies to include: Chambers, State and Federal functions		
Allen Park Community Center	Deposit:	\$50	Resolution 2020-13
	Deposit with alcohol	\$100	
	No Food		Resolution 2020-13
	0-4 hours	\$75	
	4-8 hours	\$125	
	With Food		Resolution 2020-13
	0-4 hours	\$100	
	4-8 hours	\$150	
Meeting Rooms	Mtg. Rooms B1 or B2:		Resolution 2020-13
	First 2 hrs.	\$40	
	First 4 hrs.	\$60	
	Additional Hours	\$25	
	Capacity	25	
	Mtg. Rooms B1 & B2:		Resolution 2020-13
	First 2 hrs.	\$40	
	First 4 hrs.	\$60	
	Additional Hours	\$30	
	Capacity	50	
	Mtg. Room C:		Resolution 2020-13
	First 2 hrs.	\$40	
	First 4 hrs.	\$60	
	Additional Hours	\$30	
	Capacity	50	
	* Meeting Room rentals will be unavailable during Community Center Functions		
Penalty for violation of Chapter 58 – Parks and Recreation	“Any person convicted of any violation under this chapter shall be punished...” [See Section 58-3 for full scope of fine]	\$50.00	Resolution 2020-13

Library			
Department and/or Service	Fee Description	Current Rate	Implemented
Membership	Library Cards	1 st Card is Free	Resolution 2020-13
	Replacement Cards	\$2.00	Resolution 2020-13
	Out of County Cards (1 year)	\$35.00	Resolution 2020-13
	Winter Visitor Cards (6 months)	\$20.00 (6 months)	Resolution 2020-13
	Non-Resident Computer Only (6 months)	\$15.00	Resolution 2020-13
	DVDs	\$1.00 per day	Resolution 2020-13
	Telescope	\$5.00 per day	Resolution 2020-13
	Note: Overdue fees may be paid by food donations. (1 can/box goods = \$1.00, up to \$20.00) during the period of Thanksgiving through Christmas. Donated food items benefit local food banks as a part of our Community Outreach each year.		
Service and Convenience Items	Copies (black & white only)	\$0.15 per page	Resolution 2020-13
	Faxes (sending or receiving, except for ACCESS Florida)	\$1.00 per page	Resolution 2020-13
	Jump drives (4GB)	\$7.00 each	Resolution 2020-13
	Earbuds	\$1.00 each	Resolution 2020-13
Miscellaneous Fees	Replaced CD/DVD cases	\$2.00	Resolution 2020-13
	Lost/damaged books	Cost of item or replacement in kind	Resolution 2020-13
	Telescope lost or damaged	\$200.00	Resolution 2020-13
	Miscellaneous Repair or Processing	\$2.00	Resolution 2020-13

Fire Department			
Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Life safety annual permit			
	Automatic fire suppression system	\$65.00	Resolution 2020-13
	Bonfires and outdoor rubbish fires	\$13.00 Cooking fires are exempt	Resolution 2020-13
	Bowling lanes	\$65.00	Resolution 2020-13
	Calcium carbide	\$33.00 (Storage in cylinders or containers)	Resolution 2020-13
	Combustible fibers	\$33.00	Resolution 2020-13
	Compressed gases. Storage, handling or use of compressed gases	\$33.00.	Resolution 2020-13
	Cutting and welding	\$13.00	Resolution 2020-13
	Covered mall buildings	\$65.00	Resolution 2020-13
	Dust explosion prevention	\$33.00	Resolution 2020-13
	Exhibit and trade shows	\$65.00	Resolution 2020-13
	Amusement parks	\$65.00	Resolution 2020-13
	Fire alarm and detection systems	\$65.00	Resolution 2020-13
	Fire pumps and related equipment	\$65.00	Resolution 2020-13
	Fireworks, possession, storage, manufacturer sale or discharge of fireworks	\$65.00	Resolution 2020-13
	Flammable or combustible liquids	\$33.00	Resolution 2020-13
	Flammable finish application	\$277.00	Resolution 2020-13
	Grandstands, folding and telescopic seating, tents and membrane structures	\$65.00	Resolution 2020-13
	LP gas storage, Installation or modification of any LP gas system	\$65.00	Resolution 2020-13
	Operation of any cargo tankers that transport LP gas	\$33.00	Resolution 2020-13
	Lumber yards and woodworking plants Storage of lumber exceeding 50,000 board feet	\$65.00	Resolution 2020-13
	Pesticides and herbicides, storage	\$65.00	Resolution 2020-13
	Private fire hydrants	\$17.00	Resolution 2020-13
	Repair garages and service stations	\$33.00	Resolution 2020-13
	Standpipe systems. Installation, modification, or removal	\$65.00	Resolution 2020-13
	Special outdoor events, carnivals and fairs	\$65.00	Resolution 2020-13
	Tar kettles	\$33.00	Resolution 2020-13
	Carnivals	\$65.00	Resolution 2020-13
	Combustible materials	\$65.00	Resolution 2020-13
	Dry cleaning	\$65.00	Resolution 2020-13
	Hazardous materials	\$65.00	Resolution 2020-13
	Spraying or dipping	\$33.00	Resolution 2020-13
	Places of public assembly	\$65.00	Resolution 2020-13
	Extraordinary fee rate	\$98.00 per hour	Resolution 2020-13
Life safety plan review fees			
	Site Plan or Revised Site Plan	\$20.00	Resolution 2020-13
	Temporary Use Structure / Site Plan	\$25.00	Resolution 2020-13

	Mobile Vendor	\$25.00	Resolution 2020-13
Department and/or Service	Fee Description	Current Rate	Implemented
	Building Plan Review (minimum \$15.00)	\$0.04 per sq ft (minimum \$15) a. First Revision of Building – no charge b. Second Revision of Building – ½ first fee.	Resolution 2020-13
	Fire Protection	a. Sprinkler (up to 25 heads) - \$30.00 b. Sprinkler (more than 25) \$0.25 per head plus - 30.00 c. Revised Sprinkler Plan - \$10.00 d. Standpipe – per riser - \$25.00 e. Underground - \$15.00 f. Fire Pump - \$25.00	Resolution 2020-13
	Pre-engineered System	Hood/Inert Gas - \$30.00	Resolution 2020-13
	Fire Alarm – per system	\$30.00 Revised - \$10.00	Resolution 2020-13
	Fire Flow Test (Hydrant)	\$25.00	Resolution 2020-13

Police Department			
Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Removing, impounding an immobilization of motor vehicles	Service charge for removal of the immobilization device	\$50.00 (cash or surety bond or other adequate security equal to the amount)	Resolution 2020-13
No Parking	No parking – left wheels to curb (on two-way street)	\$5.00	Resolution 2020-13
	Blocking Fire Hydrant	\$20.00	
	Parking by disabled permit only	\$250.00	
	Parking overtime (limit in authorized zone)	\$5.00	
	Parking over line	\$5.00	
	Designated fire lane*	\$20.00	
	Parking in a designated no parking zone.	\$10.00	
		*If such penalty is not paid within the five working days as above provided, the amount of the civil penalty shall be \$1.00 greater than the amount specified for the parking violation as provided above.	
	*Chapter 86-154, Laws of Florida - additional surcharge	\$5.00	Resolution 2020-13
Parking Violations (upon hearing by judge)	“... If the commission of a violation has been proven, the judge may impose a fine not to exceed...” [See Section 86-44(b) for full scope of fine]	Up to \$250.00, plus court costs.	Resolution 2020-13
Reduction of parking violation penalty	“If an individual who has received a parking violation notice...” [See Section 86-44(c) for full scope of fine]	\$5.00	Resolution 2020-13
Parking Violation Notice Noncompliance	“If any person summoned by a parking violation...” [See Section 86-45(b) for full scope of fine]	\$5.00	Resolution 2020-13
	“Any person who fails to respond to the original ...” [See Section 86-45(c) for full scope of fine]	Up to \$250.00	Resolution 2020-13
Wrecker operator	“Any wrecker operator who does not...” [See Section 86-76(e) for full scope of fee]	\$50.00 each certificate	Resolution 2020-13
Maximum rates for towing and storage.		City council shall establish maximum towing and storage rates for each occurrence or application	
	“... maximum of \$30.00 may be charged to the...” [See Section 86-79 for full scope of fee]	\$30.00 maximum	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Police and fire public safety facilities fee			
	Single dwelling units	\$200.00	Resolution 2020-13
	Commercial structures Industrial/warehousing structures Public assembly/institutional structures	\$200.00 E.D.U. (without a building will be assessed one impact fee per acre (rounded to the nearest tenth acre))	Resolution 2020-13
Refund	When it is determined that no construction has occurred, and the building permit issued for such construction has expired or otherwise been canceled		Resolution 2020-13
Miscellaneous Charges			
	Police Services for Special Events	\$30.00 per hour, per Police Officer.	Fees are charged in accordance with Chapter 119.07(4), Florida Statutes The City of Crestview does not receive any fee for these checks.
	Incident Reports, per page, two sided	\$.20 (not more than 14 inches by 8 1/2 inches)	
	Offense Reports, single sided	\$.15 (not more than 14 inches by 8 1/2 inches)	
	Certified Copies, per copy	\$.20 per page, in addition to any other report fee.	
	Records Checks	\$25.00 by utilizing the Florida Department of Law Enforcement Website.	
	Fingerprints	\$5.00 for city residents \$7.00 for non-city residents *Additional fees paid directly to the Florida Department of Law Enforcement online prior to submittal.	Resolution 2020-13
	Combat Auto Theft (C.A.T.) Registration	Completed online at no cost	Resolution 2020-13
	Police or Fire Alarm Fourth and additional Activation	\$50.00 Per alarm	Resolution 2020-13
	Removing, impounding an immobilization of motor vehicles bearing outstanding citations	\$50.00 service charge	Resolution 2020-13
	Accident or Evidentiary Vehicle Storage Fee	The owner is responsible for the varying tow fees prior to release.	Resolution 2020-13
	<u>Red Light Camera Municipal Fee</u>	<u>\$250.00</u>	<u>Resolution 2021-03</u>

Department and/or Service	Fee Description	Current Rate	Implemented
Animal Control			
	The impound and other fees collected by the animal control authority shall be retained by the authority to assist in offsetting the costs to the city for animal control.	not to exceed \$500.00	Resolution 2020-13
	Surcharge for violations involving animal control or animal cruelty.	\$5.00	Resolution 2020-13
	An individual who contests the violation and after trial is found in violation of the provisions of this chapter, except as provided below, shall be guilty of a civil infraction and punished.	not less than \$50.00 and not more than \$500.00	Resolution 2020-13

Miscellaneous Fees			
Department and/or Service	Fee Description	Current Rate	Implemented
Note: These are fees existing for a variety of items not specifically found under one department. These fees need to be reviewed by all, determined if needed or necessary and adjusted according.			
Fee for telecommunications company occupation of rights-of-way.	“... providing local telephone service, as defined in section 203.012(3), Florida Statutes (2000), in the city...” <i>[See Section 74-10.1(a)(2) for full scope of fee]</i>	\$500.00 per linear mile	Resolution 2020-13
Special fire services facilities fee.	“ In the event that any structure has special fire safety needs...” <i>[See Section 34-25 for full scope of fee]</i>		Resolution 2020-13
Traffic Impact Fees	Ordinance 1662 removed all of these fees. Article V and VI were completely repealed.	TBD at a later date	Resolution 2020-13
Residential and Commercial Solid Waste, Yard Refuse, and Recycling	Disaster Roll-Off Price List Size: 20 CU YD Delivery Charge Pull Charge Rental Per Day	 \$100.00 \$300.00 \$5.00	Resolution 2020-13
	Disaster Roll-Off Price List Size: 30 CU YD Delivery Charge Pull Charge Rental Per Day	 \$100.00 \$350.00 \$5.00	Resolution 2020-13
	Disaster Roll-Off Price List Size: 40 CU YD Delivery Charge Pull Charge Rental Per Day	 \$100.00 \$400.00 \$5.00	Resolution 2020-13
	Single Family Residential Rate with Recycling (18 Gallon Bin)	\$22.95	Resolution 2020-13
	Single Family Residential Rate with Recycling (96 Gallon Bin)	\$25.95	Resolution 2020-13
	Rates for excess or oversized yard waste pick, Scheduling is required	\$20.00 per cubic yard	Resolution 2020-13
	Commercial Non-Dumpster Service	\$27.50/month	Resolution 2020-13
	Commercial Dumpster Service Container Size 2 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$111.28 \$177.62 \$243.96 \$315.67 \$387.34	Resolution 2020-13
	Commercial Dumpster Service Container Size 4 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$206.51 \$301.74 \$403.39 \$503.97 \$604.55	Resolution 2020-13
	Commercial Dumpster Service Container Size 6 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$312.44 \$464.38 \$604.55 \$755.42 \$895.59	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Residential and Commercial Solid Waste, Yard Refuse, and Recycling	Commercial Dumpster Service Container Size 8 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$392.69 \$577.91 \$762.91 \$949.09 \$1,134.20	Resolution 2020-13
Natural gas utility franchise to the Okaloosa Gas District	Rates as charged by Okaloosa Gas		Resolution 2020-13
Recycling Services	“... per residence shall be assessed for curbside services ...” <i>[See Section 70-44(a) for full scope of fee]</i>	\$1.65 per month	Resolution 2020-13
Article III. – Stormwater Management: Civil & Criminal Penalties	“... criminal penalties. In addition to or as an alternative to any penalty provided in this article ...” <i>[See Section 30-59(b) for full scope of fine]</i>	\$100.00 - \$1000.00	Resolution 2020-13
Article XXIII. – Landscape Development Penalty	<i>[See Section 102-581 for full scope of fines]</i> <i>Sec. 102-581(b)(2) Fine per tree:</i> <i>Tree Diameter 36 inches or greater</i> <i>Tree Diameter 28 to 35 inches</i> <i>Tree Diameter 20 to 28 inches</i> <i>Tree Diameter 13 to 19 inches</i> <i>Tree Diameter 4 to 12 inches</i> <i>Sec. 102-581(b)(1) Maximum Fine:</i>	 Up to \$500 Up to \$400 Up to \$300 Up to \$200 Up to \$100 \$500	Resolution 2020-13
Article XXIV. – Itinerant Vendors Penalty	“Any person or business violating any provision of this article or...” <i>[See Section 102-613 for full scope of fine]</i>	\$500 maximum	Resolution 2020-13
Assessment for law enforcement education	“... all county courts within this county created by Article V of the state constitution, ...” <i>[See Section 46-12(a) for full scope of fines]</i> <i>Per violation of state penal criminal statute or municipal ordinance</i> <i>Per every bond estreature or forfeited bail bond related to such penal statute or penal ordinance</i>	 \$3.00 \$2.00	Resolution 2020-13



Staff Report

CITY COUNCIL MEETING DATE: November 9, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 11/5/2020
SUBJECT: Police and Fire CARES Act purchases

BACKGROUND:

The City of Crestview is expected to receive CARES act funding as a reimbursement for the costs of providing public safety throughout the COVID-19 pandemic.

The total reimbursement funding is estimated at \$4,410,118.

At the time of this report, staff is working with Okaloosa County to submit for the full reimbursement.

In a previous meeting, City Council approved allocating 20% (\$882,023.60) of the funding to be combined with county sources for small business grants.

In addition to the small business allocation, the City Manager has worked with the Police and Fire departments to identify needed equipment that was unable to make the budget for which a portion of this funding could be used.

As of the time of this report, the following table is the expected allocations;

Award Amount	\$ 4,410,118.00
Grant Allocation	\$ 882,023.00
Autoclave	\$ 34,000.00
IT Project Requests	\$ 47,900.00
HR Project Requests	\$ 50,000.00
PIO	\$ 3,500.00
Events	\$ 1,000.00
Library	\$ 76,000.00
Parks	\$ 12,700.00
Police	\$ 102,000.00
Fire Department	\$ 100,000.00
Potential PS Property	\$ 750,000.00
Undesignated Reserve	\$ 2,350,995.00

DISCUSSION:

Over the last few years, the Police Department has been working to upgrade its equipment in small increments. With the unbudgeted funding received by the city from the CARES act reimbursements, The Crestview Police Department would like to purchase the following items:

Item	Each	Total
Diamondback 10.5 Short Barreled Rifles	15	\$ 8,415.00
Diamondback 16 inch Flattop A3 Rifles	30	\$ 16,800.00
Uncle Mikes large Rifle Bags	42	\$ 970.20
Uncle Mikes medium Rifle Bags	15	\$ 296.85
Vortex Spark AR Red Dot Sights	57	\$ 6,840.00
Streamlight TRL HL Pistol Lights	50	\$ 5,750.00
Safariland Pistol Holsters	50	\$ 8,650.00
9 foot Stop-stick pursuit stoppers	30	\$ 13,340.00
10 MPH Industries Python Radars	3	\$ 17,778.00
Glock 43 9mm Pistol = \$450.00	1	\$ 450.00
Message Dual Use/Speed Trailer + 21,899.00	1	\$ 21,899.00
Total		\$ 101,189.05

A couple of years ago, the City of Crestview Fire Department had the opportunity to send staff to become certified in swift water rescue through the county. Being the largest department in the North end of Okaloosa County, we have the manpower to form a technical rescue team comprised of swift water and rope rescue which the city has never had. Our team works closely with surrounding Fire Departments in water rescue and search and rescue of lost individuals. We currently borrow jet ski and used equipment from the County which at any time can be taken back. The Swift Water/Rope Rescue Team needs updated equipment to be able to perform their job safely and efficiently.

The Fire Department would like to request purchasing of needed and updated equipment. This purchase includes dual band radios, life jackets, wet suits, swift water helmets, personal flotation devices for rescuers, water boots, fins, strobe lights, knives, 400ft of water rope, carabiners, throw bags, and a flat bottom rescue boat for a total cost of \$27,800.00. This equipment would help the team efficiently and effectively provide the highest quality to serve the public.

Item	Each		Total
Dual Band Radios	10	\$ 30.00	\$300.00
Life Jackets	4	\$ 51.00	\$204.00

Spot light	1	\$ 33.00	\$33.00
Wet Suits	4	\$ 66.00	\$264.00
Swift Water Bag	4	\$ 2,000.00	\$8000.00
400' Water Rope	1	\$ 432.00	\$432.00
Carabineer's	75	\$ 16.96	\$1272.00
Water Rope Bag	1	\$ 55.00	\$55.00
Boat	1	\$ 16,658.00	\$16,658.00
Lettering the boat	1	\$ 582.00	\$582.00
Total			\$27,800.00

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

These items will be funded through the reimbursements from the CARES act and are not directly impacting the 2021 Budget.

The purchases were for expenditures not originally possible through the 2021 budgetary process.

RECOMMENDED ACTION

Staff respectfully requests City Council approval to expend \$129,000 to make the public safety purchases listed in this agenda.

Attachments

1. Care Fund



City of Crestview
POLICE DEPARTMENT

201 Stillwell Boulevard - Crestview, Florida 32539
Stephen G. McCosker, Chief of Police



Administration
850.682.3544
850.682.2080 Fax

Communications Center
850.682.2055
www.CrestviewPD.org

Sir,

The Crestview Police Department is requesting the following items, Patrol Rifles, Red Dot Sites, Rifle Bags, Radar Units, and Stop Sticks.

We are in the process of returning our Lesso M16s. The M16 have the capability to fire full automatic. At this time we do not have a trainer who is certified to train our officers on full auto weapons. They also carry an lot of liability, are bulky, and outdated.

We require at least 57 weapons to arm our department at this time and plan for future growth and mechanical failures. I have received quotes back from two venders a third has not responded. Law Enforcement Shooter Supply was \$13.00 higher than SSD International on the 16" rifles but was \$214.00 higher on the short barreled rifles. We already have Diamondback rifles from Lawmen's and it would be consistent for training to use the same brand and make up of rifles. Not to mention the relationship we already have with Lawmen's and their swift response. The total for rifles is \$25,215.00

Lawmen's was also able to provide me with a quote for bags. The total is \$1,267.05 which covers the total for the rifles we already have.

SSD International was able to beat Lawmen's Supply on the Red Dot Sites. The cost is \$120.00 each which comes to \$6,840.00.

Lawmen's Shooter supply provided a quote for weapons lights for the Glock pistols. This is a tool which can be used and enhances officer safety by giving the officer a free hand and a light at the ready. The total comes to \$5,750.00.

Holsters which are required for the pistol mounted weapon light are 173.00 each = \$8,650.00

Department Head off duty weapon to carry and be ready 24 hours a day 7 days a week. The Chief is highly visible and recognizable and is approached constantly while out in public. He needs an off duty weapon to carry for his safety. Glock 43 Approximately \$450.00.

We are in need of Radars for our patrol vehicles. We have certified officers who do not have radar outfitted vehicles. This would be a good tool for managing some of our traffic problems to include reduce traffic crashes. Mph Industries provided us with a good quote for a Python 3 Florida FS which reads fastest and slowest as well as all the other features. The total for 10 units is \$17,780.00

The officers have never had a stop stick available to them as a tool to end pursuits. Stop stick has quoted us 30 stop sticks at a total of \$13,610.70.

I have provide the quotes with this letter and a breakdown of the quotes.

Thank You,

Maj. Raymond C. Harp



City of Crestview
POLICE DEPARTMENT

201 Stillwell Boulevard - Crestview, Florida 32539
Stephen G. McCosker, Chief of Police



Administration
850.682.3544
850.682.2080 Fax

Communications Center
850.682.2055
www.CrestviewPD.org

Patrol Rifles

Lawmen's Shooting Supply

- | | |
|---|------------------------|
| 1. 15 Diamondback 10.5" Short Barreled Rifle 5.56 | \$561.00 = \$8,415.00 |
| 2. 30 Diamondback 16" Flattop A3 5.56 | \$560.00 = \$16,800.00 |
| Total | = \$25,215.00 |

Rifle Bags

Lawmen's Shooting Supply

- | | |
|---|--------------------|
| 1. 42 Uncle Mikes Large Tactical 43x10 Black | \$23.10 = \$970.20 |
| 2. 15 Uncle Mikes Medium Tactical 33X10 Black | \$19.79 = \$296.85 |
| Total | = \$1,267.05 |

Red Dot Sites

- | | |
|-----------------------------------|-----------------------|
| 1. 57 Vortex Spark AR Red Dot LED | \$120.00 = \$6,840.00 |
|-----------------------------------|-----------------------|

Weapon Light

Lawmen's Shooting Supply

- | | |
|--------------------------|-----------------------|
| 1. 50 Streamlight TRL HL | \$115.00 = \$5,750.00 |
|--------------------------|-----------------------|

Weapon Light Holster

- | | |
|------------------|-----------------------|
| 1 50 Safari Land | \$173.00 = \$8,650.00 |
|------------------|-----------------------|

Stop Sticks

1. 30 9' Stop Stick Rack Kit - Red $\$444.69 = \$13,340.70$

Tax = $\$270.00 = \$13,610.70$

Glock 43

1. 1 Glock 43 9mm = $\$450.00$

Radars

1. 10 MPH Industries Python 3 Florida FS $\$1778.00 = \$17,778.00$

Thank you for your continual support of our city and our police department. I appreciate your genuine belief in our officers.

Maj. Raymond C. Harp



Staff Report

CITY COUNCIL MEETING DATE: November 9, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk
DATE: 11/5/2020
SUBJECT: Interlocal Agreement between Okaloosa County and the City of Crestview for Utility Relocation, Land Exchanges and Vacation of right-of-way for the Southwest Crestview Bypass Project.

BACKGROUND:

The Southwest Crestview Bypass Project has five phases. This Interlocal Agreement (ILA) is relevant for the East-West connector road right of way and storm-water retention properties. The East-West connector road will connect Hwy 85 with the Southwest Bypass. It will also connect Antioch Rd with the Southwest Bypass. A map is shown in the attached ILA.

DISCUSSION:

This ILA calls for the vacation of numerous pieces of right-of-way to the county for the construction of the East-West Connector. The largest of these is the right-of-way that goes through the spray field of the wastewater treatment plant (attachment F). A list and the locations of these parcels are shown in Attachment D of the ILA. This ILA will also transfer ownership of numerous parcels from Okaloosa County to the City of Crestview once the project is completed. A list and the locations of these parcels are shown in Attachment G of the ILA. Many of the parcels in Appendix D are also in appendix G. This is due to the fact that the county needs the parcels to construct the road and alter drainage system, yet the East-west connector will be a City owned and maintained road after construction.

Another part of this ILA is the agreement to relocate the existing utilities on the western portion of the East-West Connector. This is the portion between Antioch Rd and the new I-10 Exit along the current alignment of Arena Rd. The final plans of these relocations have not been completed. The estimated cost of relocation of the existing water and sewer is \$107,000.

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.

Infrastructure- Satisfy current and future infrastructure needs

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

While numerous parcels are transferred between the County and City the only cost incurred will be for the utility relocation. This \$107,000 is part of the already approved cost of the East-West Connector project and

will be constructed as a "JPA" Joint Participation Agreement with the approved contractor for the project.

City staff is currently working with the county to have the project expenses covered as a part of the funding secured for the east west connector. If for some reason this is not successful, the project will be funded using 1/2 sales tax funding.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Interlocal Agreement with Okaloosa County for utility relocation, land exchanges and vacation of right-of-way for the Southwest Crestview Bypass Project.

Attachments

1. ILA SWCB_10-22-2020 final

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND
THE CITY OF CRESTVIEW FOR UTILITY RELOCATION, LAND
EXCHANGES AND VACATION OF RIGHT-OF-WAY FOR THE
SOUTHWEST CRESTVIEW BYPASS (PHASE V AND EAST-WEST
CONNECTOR) PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and the **CITY OF CRESTVIEW**, a municipality organized under the laws of the State of Florida (the "City").

WHEREAS, the County has undertaken a public works project known as the Southwest Crestview Bypass (Phase V and East-West Connector) Road Project which consists of the creation of right-of-way and improvements, which shall connect the new SR 8 (I-10) interchange west of Crestview being constructed by the Florida Department of Transportation to Highway 90 including an east/west component from Antioch Road near Arena Road to Physician's Drive (hereinafter known as "Project"); and

WHEREAS, the Project has been designed, rights-of-way acquired, and the County is in the process of procuring a construction Contractor for the Project; and

WHEREAS, the City has water and sanitary sewer infrastructure within the Project corridor (hereinafter known as "City Utilities") that must be relocated to accommodate construction of the Project; and

WHEREAS, the City has obtained professional services and has prepared utility adjustment plans, specifications, and a cost estimate for the scope of work necessary to relocate City Utilities; and

WHEREAS, the City and the County agree it is in the best interest of City to include the relocation of the City Utilities as a component of the Project; and

WHEREAS, the City and the County understand that including the relocation of City Utilities as a component of the Project will require the component to follow the same terms and conditions of the County's construction contract including contract administration, coordination and construction observation by Construction Engineering and Inspections consultant (hereinafter referred as "CEI Services"); and

WHEREAS, the City has furnished the County the engineer's construction estimate of cost to relocate City Utilities of \$99,000 including a 10% contingency and City and County agree an initial estimate of \$8000 is reasonable for the CEI Services required for the relocation of City Utilities for a total initial estimate of construction cost being \$107,000; and

WHEREAS, for purposes of construction of the Southwest Crestview Bypass (Phase V and East-West Connector), it is necessary for the City to convey its fee interest in certain real property to the County, most of which will be transferred back to the City upon completion of the construction; and

WHEREAS, the County has acquired certain real property for purposes of constructing the roadway and necessary infrastructure which shall be transferred to the City for maintenance of the public roadway and infrastructure including the City's utility infrastructure; and

WHEREAS, as part of the constructions and improvements to the roadway and area, a portion of Arena Road, maintained and owned by the City will need to be vacated by the City, in exchange, the City will be provided with another area of roadway for purposes of access to the Project; and

WHEREAS, the City and the County find it in the best interest of the public to memorialize the actions to be taken by both parties related to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County and the City do agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

SECTION 3. PARTIES. The parties to this Agreement are the County and the City. Both parties are units of government in the state of Florida and are not considered a "natural person" or "private entity" as defined by § 73.013, Florida Statutes.

SECTION 4. DETAILS OF THE PROJECT. The Southwest Crestview Bypass (Phase V and East-West Connector) creates a new north-south four lane roadway from a new SR 8 (I-10) interchange west of Crestview to be constructed by the Florida Department of Transportation (FDOT Item No. 4079185) to SR 10 (US Hwy 90) near Enzor Lane and constructs a two lane east-west roadway from Antioch Road near Arena Road to Physician's Drive.

Rights-of-way were identified during the Project design and have since been acquired to accommodate construction of the Project and also to provide room for relocation of existing utilities that are in conflict with the new construction. Additionally, City parcels were identified that are necessary to transfer into the County's possession for purposes of the new construction; the majority of the parcels will revert back to City possession once construction of the Project is complete along with the County's conveyance of additional parcels to the City.

The Southwest Crestview Bypass (Phase V), as an extension of the PJ Adams Parkway component of the Southwest Crestview Bypass will be a county road and as such, the County has full authority and responsibility to undertake and manage the Project including entering into construction contract that contains as a component the relocation of City Utilities. The East-West Connector will be a city roadway once Construction is completed.

SECTION 5. PARTY RESPONSIBILITIES.

Part I – Utility Relocation

- A. COUNTY - The County will include the general scope of City Utility relocation work in the Project construction solicitation and contract and obtain pricing from the general contractor awarded the Project. The County will provide CEI Services via a consultant to provide general contract administration, inspection and compliance. The County's CEI consultant, as a representative and on behalf of the County, will schedule and conduct meetings with contractors and other stakeholders and will coordinate resolution of field conflicts. The County will coordinate with the City any contract change orders associated with the costs to relocate City Utilities.
- B. CITY – The City is responsible for all design associated with relocation of City Utilities including any design costs required during construction due to conflicts with others. The City agrees to provide responsible personnel including, but not limited to, design professionals to coordinate resolution of conflicts that may arise during the relocation of City Utilities. The City will conduct

inspections independent of any performed by the CEI and will be responsible for all permits including payment and any certifications that may be needed to place the completed utility work into operation.

- C. The City shall fund the full cost for the relocation of City Utilities including the City's share of CEI costs, unless the County is able to receive Triumph funding for any of the costs of relocation of the City Utilities. If the County is able to receive Triumph funding for any of the costs of relocation of the City Utilities, the County shall notify the City and deduct such costs before requesting payment from the City. Upon notice there is a Notice to Proceed for construction, the City shall, within ten (10) business days' of receipt of said notice, deposit with the County the estimated total construction cost associated with relocation of City Utilities in the sum of \$107,000. The County will provide an accounting of all costs paid that are associated with relocation of City Utilities and shall provide copies of said invoices to City upon request. If it becomes apparent that the construction or CEI costs associated with relocation of City Utilities will exceed the initial estimate, the County Engineer and the City's Public Services Director shall meet and decide the appropriate additional sum that should be deposited by the City to the County. The City shall deposit such amount determined within fifteen (15) business days' of that determination.
- D. Should the City require additional information or documentation concerning the work, then the City shall make that request to the County, who shall coordinate the production of that information from the respective contractor or consultant. If the County is unable to procure the records requested by the City, then this shall not be deemed a breach of this Agreement by the County.
- E. If the City Utilities portion of the Project is completed and the County is holding excess funds, which the City has provided to the County, then the County shall return these excess funds to the City within forty-five (45) days of the final completion of the City Utilities portion of the Project.

Part II – Property Conveyance

- A. For purposes of construction of the Project, City shall convey in fee simple to the County, in accordance with § 125.38, Florida Statutes, the parcels commonly known as Parcels 141, 143, 144A, 144B, 150, A, E, and G, legal descriptions of the parcels are attached as Attachment "A". For informational purposes, graphics of the parcels are attached as Attachment "G".

- B. Within 30 days of execution of this Agreement, the City shall execute a deed, a copy of which is attached hereto as Attachment “B”.
- C. The County shall be responsible for recording the City’s deed in the official records of Okaloosa County once it is fully executed. The deed shall be exempt from Excise Tax on documents (doc. Stamps) pursuant to §§ 201.01 and 201.24, Florida Statutes.
- D. In consideration of the conveyance, the City and County agree to a nominal amount of ten dollars (\$10.00).
- E. After construction of the Project is complete, the County shall within 365 days of completion of the Project, convey to the City, in accordance with § 125.38, Florida Statutes and Section 18-5(4), Chapter 18 Okaloosa County Code Of Ordinances, the parcels commonly known as Parcels 109A, 141, 142, 143, 144A, 144B, 149, 150, 151, 152, D, E, and J, legal descriptions of the parcels are attached as Attachment “C”. For informational purposes, graphics of the parcels are attached as Attachment “G”.
- F. For purposes of compliance with §125.38, Florida Statutes and Section 18-5(4), Chapter 18, Okaloosa County Code of Ordinances, upon full execution, this Interlocal Agreement shall be considered the application for conveyance of the Property.
- G. Within 365 days of final completion of the Project, the County shall adopt the Resolution in accordance with § 125.38, Florida Statutes and Section 18-5(4), Chapter 18, Okaloosa County Code of Ordinances, and shall execute a deed, a copy of which is attached hereto as Attachment “D”.
- H. The County shall be responsible for recording the County’s deed in the official records of Okaloosa County once it is fully executed. The deed shall be exempt from Excise Tax on documents (doc. Stamps) pursuant to §§ 201.01 and 201.24, Florida Statutes.

- I. In consideration of the conveyance the County and City agree to a nominal amount of ten dollars (\$10.00).

Part III – City Right-of-Way Vacation

- A. The City shall vacate in accordance with Florida Statutes, and the purchase agreement for Parcel 109 dated October 20, 2020 between E & A Holdings III, LLC, Okaloosa County and Crestview, Florida, the Right-of-way area known as Parcel 109B, which is commonly referred to as a portion of Arena Road. Attached as Attachment “E” is the legal description and map of Parcel 109B.
- B. The City shall be responsible for all costs associated with vacation of the right-of-way including notices as required by Crestview Code of Ordinances section 102-62(e), advertisement costs, and any recording costs.
- C. The City shall ensure that as part of the vacation, all interest in the vacated right-of-way is transferred as part of the Resolution recorded in the official records to E & A Holdings, III, the adjacent Property Owner.
- D. In exchange for the City’s vacation, at the end of Construction the County shall convey, pursuant to the deed set forth in Part II, B above, to the City a new access road to Arena Road identified in Attachment “F” attached hereto. The County shall provide a left-in, left-out, right-in, right-out median opening on Phase V that provides southbound and northbound access to the new access road as part of construction of the Project and once conveyed, the area shall be part of the City’s road system.

SECTION 6. TERM. This Agreement shall take effect on the last date of adoption by both the respective governing bodies and shall expire upon completion of all actions necessary to complete the requirements under Section 5 Parts 1, 2 and 3.

SECTION 7. RECORDS AND REPORTING.

- A. The parties agree to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures

and practices which sufficiently and properly reflect the receipt, processing and payment of amounts in connection with the City Utilities relocation or otherwise paid or to be paid and all documentation related to the land exchanges and vacations of roadway.

- B. Neither the City nor the County shall assume any responsibility for the other entity's failure to respond, timely, or at all, to a public records request. A request upon one entity, shall not be deemed to be a request on the other entity.
- C. The parties must comply with the public records laws, Chapter 119, F.S., specifically the parties must:
 - 1) Keep and maintain public records required by the City/County to perform the service.
 - 2) Upon request from the City/County's custodian of public records, provide the City/County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the City/County does not transfer the records to the City/County.
 - 4) Upon completion of the contract, transfer, at no cost, to the City/County all public records in possession of the City/County or keep and maintain public records required by the City/County to perform the service. If the City/County transfers all public records to the public agency upon completion of the contract, the City/County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City/County keeps and maintains public records upon completion of the contract, the City/County shall meet all applicable

requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 5479 OLD BETHEL ROAD, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CRESTVIEW CITY CLERK, 198 N. WILSON STREET, CRESTVIEW, FL 32536 PHONE: (850) 682-1560 cityclerk@cityofcrestview.org.

SECTION 8. REPRESENTATIONS AND WARRANTIES. Each party hereby represent and warrant to the other that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 9. AMENDMENTS. With the exception of additional deposit amount made pursuant to Section 5 (C), neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing,

approved by the City Council and the Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all parties to the agreement.

SECTION 10. DISPUTE RESOLUTION. The parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the “Florida Governmental Conflict Resolution Act.” The mediator shall be mutually agreed upon by the parties and the cost of mediation shall be borne equally between the parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 11. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 12. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 13. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in the state courts of Okaloosa County, Florida.

SECTION 14. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

(Remainder of Page Intentionally Left Blank)

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows:

City Manager
City of Crestview
198 North Wilson Street
Crestview, FL 32536

SECTION 15. NO MEMBER LIABILITY. Neither the members of the governing body of the County, the City, nor anyone executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the County, the City or any executing authority of the County or the City for any act pertaining thereto.

SECTION 16. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to, nor shall be construed as, a waiver of the County or City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 17. INSURANCE, LIABILITY AND INDEMNIFICATION.

- A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits, or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.
- B. Any contractor or consultant engaged by the County for work on the PROJECT shall be required to protect, defend, indemnify, and hold both the City and County harmless from all claims, demands, causes of action, or liability resulting from injury to or death of persons or damage to or loss of property sustained as a

consequence of the PROJECT and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees.

SECTION 18. CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

SECTION 19. FILING. The County and the City are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

SECTION 20. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year last written below.

OKALOOSA COUNTY, FLORIDA

By: _____

Robert A. "Trey" Goodwin, III
Chairman

Date: _____

ATTEST:

J.D. Peacock II, Clerk

APPROVED AS TO FORM:

Lynn M. Hoshihara, County Attorney

CITY OF CRESTVIEW, FLORIDA

APPROVED AS TO FORM:

By: _____

JB Whitten, Mayor

Date: _____

Jonathon Holloway, City Attorney

ATTEST:

Elizabeth M. Roy, City Clerk

Attachment “A”

Legal Descriptions of Parcels to Be Conveyed by the City

Parcel
County

141
Okaloosa

A parcel of land being in Section 30, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument marking the northwest corner of said Section 30; thence South 02°24'03" West 1,256.01 feet along the west line of said Section 30 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof, also being the POINT OF BEGINNING thence departing said centerline of construction, run South 02°24'03" West 69.42 feet along the west line of said Section 30, to the north line of that certain parcel of land described in Official Records Book 2851, Page 1576, of the Public Records of Okaloosa County, Florida; Thence South 89°00'50" East 1315.58 feet to the west line of that certain parcel of land as described in Official Records Book 2858, Page 2575 of said Public Records; thence North 02°19'17" East 32.87 feet, along said west property line to the south line of that certain parcel of land as described in Official Records Book 2497, Page 3955, of the Public Records of said Public Records; thence departing said west line run North 89°00'50" West 1,282.61 feet, along said south property line to the west line of said parcel; thence North 02°24'03" East 35.27 feet to the centerline of construction of said proposed Crestview Bypass; thence departing said centerline of construction, continue North 02°24'03" East 87.00 feet, along said west property line; to a point on a non-tangent curve to the right (concave northerly); thence run westerly along said curve, having a radius of 1,822.86 feet, for an arc distance of 32.91 feet, through a central angle of 01°02'04", chord bearing and distance, North 86°44'52" West 32.91 feet to end of curve and the west line of said Section 30; thence South 02°24'03" West 87.02 feet along said west line to the POINT OF BEGINNING;

Containing 1.085 acres (47,273 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.06.04
07:18:03-05'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

A parcel of land being in Section 30, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument marking the northwest corner said Section 30; thence South 02°24'03" West 1,256.01 feet along the west line said Section 30 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence departing said centerline of construction, run South 02°24'03" West 69.42 feet along the west line of said Section 30, to the north line of that certain parcel of land as described in Official Records Book 2851, Page 1576 of the Public Records of Okaloosa County, Florida, and the POINT OF BEGINNING; thence departing said north property line, run South 02°24'03" West 10.60 feet along said west section line to a point on a non-tangent curve to the left (concave northerly); thence run easterly along said curve, having a radius of 1,989.86 feet, for an arc distance of 94.42 feet, through a central angle of 02°43'07", chord bearing and distance, South 87°42'17" East 94.41 feet to end of curve; thence South 89°03'50" East 1,009.29 feet, to a point on a tangent curve to the right (concave southerly); thence easterly along said curve, having a radius of 5,649.58 feet, for an arc distance of 211.84 feet, through a central angle of 02°08'54", chord bearing and distance of South 87°59'23" East 211.83 feet to the east line of the of the West ½ of the Northwest ¼ of said Section 30, and end of curve; thence North 02°19'17" East 5.00 feet, along said east line, to a point on a non-tangent curve to the right (concave southerly); thence departing said east line, run easterly along said curve, having a radius of 5,654.58 feet, for an arc distance of 780.42 feet, through a central angle of 07°54'28", chord bearing and distance of South 82°57'45" East 779.80 feet to a point of reverse curve of a curve to the left (concave northeasterly); thence run easterly along said curve having a radius of 5,804.58 feet, for an arc distance of 541.44 feet, through a central angle of 05°20'40", chord bearing and distance of South 81°40'51" East 541.25 feet to the west line of that certain parcel of land as described in Official Records Book 2858, Page 2575 of said Public Records and the end of curve; thence North 02°14'31" East 75.13 feet to the centerline of construction of said proposed Crestview Bypass; thence departing said centerline of construction, continue North 02°14'31" East 86.86 feet along said west property line to a 5/8" iron rod and cap (stamped "LB 5024 SEGPA") marking the southeast corner of Northeast ¼ of the Northwest ¼ of said Section 30 and the south line of that certain parcel of land as described in Official Records Book 2858, Page 2575 of said Public Records; thence North 89°00'50" West 1,315.58 feet along said south property line to the east line of the of the West ½ of the Northwest ¼ of said Section 30; thence North 89°00'50" West 1,315.58 feet along the north of that certain parcel of land as described in Official Records Book 2851, Page 1576 of said Public Records to the POINT OF BEGINNING;

Containing 2.765 acres (120,448 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.05.31
19:50:36-05'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

Parcel
County

144A
Okaloosa

A parcel of land being in Section 30, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument marking the northwest corner said Section 30; thence South 02°24'03" West 1,256.01 feet along the west line said Section 30 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; being a non-tangent curve to the left (concave northerly); thence run easterly along said centerline of construction and said curve, having a radius of 1,909.86 feet, for an arc distance of 92.37 feet, through a central angle of 02°46'16", chord bearing and distance, South 87°40'42" East 92.36 feet, to end of curve; thence South 89°03'50" East 1,009.29 feet along said centerline of construction, to a point on a tangent curve to right (concave southerly); thence run easterly along said centerline of construction and curve having a radius of 5,729.58 feet, for an arc distance of 213.78 feet, through a central angle of 02°08'16", chord bearing and distance, South 87°59'42" East 213.76 feet, to end of curve and the west line of that certain parcel of land, as described in Official Records Book 2858, Page 2575, of the Public Records of Okaloosa County, Florida, and the POINT OF BEGINNING; thence departing said centerline of construction, run South 02°19'17" West 64.34 feet, along said west property line, to the north line of that certain parcel of land as described in Official Records Book 2851, Page 1576, of said Public Records; thence departing said west property line run South 89°00'50" East 1295.56 feet along said north property line to a point on a non-tangent curve to the right (concave northeasterly); thence departing said north property line, run westerly along said curve having a radius of 5644.58 feet, for an arc distance of 496.95 feet, through a central angle 05°02'40", chord bearing and distance of North 81°31'51" West 496.79 feet to a point of reverse curve to the left; thence northwesterly along said curve having a radius of 5814.58 feet, for an arc distance of 804.63 feet. Through a central angle of 07°55'43", chord bearing and distance of North 82°58'22" West 803.99 feet to the west line of that certain parcel of land as described in Official Records Book 2858, Page 2575 of said Public Records and the end of curve; thence South 02°19'17" West 85.01 feet, along said west property line to the POINT OF BEGINNING;

Containing 2.465 acres (107,394 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.05.31
19:51:17-05'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

Parcel
County

144B
Okaloosa

A parcel of land being in Section 30, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument marking the northwest corner said Section 30; thence South 02°24'03" West 1,256.01 feet along the west line said Section 30 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; being a non-tangent curve to the left (concave northerly); thence run easterly along said centerline of construction and said curve, having a radius of 1,909.86 feet, for an arc distance of 92.37 feet, through a central angle of 02°46'16", chord bearing and distance, South 87°40'42" East 92.36 feet, to end of curve; thence South 89°03'50" East 1,009.29 feet along said centerline of construction, to a point on a tangent curve to right (concave southerly); thence run easterly along said centerline of construction and curve having a radius of 5,729.58 feet, for an arc distance of 1,005.54 feet, through a central angle of 10°03'20", chord bearing and distance, South 84°02'11" East 1004.25 feet, to a point of reverse curve to the left (concave northeasterly); thence easterly along said centerline of construction and said curve having a radius 5,729.58 feet, for an arc distance of 529.99 feet, through a central angle of 05°18'00", chord bearing and distance of South 81°39'31" East 529.80 feet, to the west line of that certain parcel of land as described in Official Records Book 2858, page 2775, of the Public Records of Okaloosa County, Florida, and the POINT OF BEGINNING; thence departing said centerline of construction, run South 02°14'31" West 75.13 feet, along said west property line, to a point on a non-tangent curve to the left (concave northerly); thence departing said west property line, run easterly along said curve, having a radius of 5,804.58 feet, for an arc distance of 252.64 feet, through a central angle of 02°29'38", chord bearing and distance of South 85°36'00" East 252.62 feet; thence South 00°00'00" East 297.30 feet; thence South 89°30'55" East 521.88 feet; thence North 52°11'25" East 188.79 feet; thence North 25°38'59" West 219.52 feet to a point on a non-tangent curve to the left (concave northerly); thence run easterly along said curve, having a radius of 5,789.58 feet, for an arc distance of 488.36 feet, through a central angle of 04°49'59", chord bearing and distance of North 85°02'32" East 488.22 feet to the west line of that certain parcel of land as described in Official Records Book 3202, Page 2846 of said Public Records; thence North 02°20'25" East 60.88 feet, along said west property line, to the centerline of construction of said proposed Crestview Bypass; thence departing said centerline of construction, continue North 02°20'25" East 43.83 feet, to an iron rod and cap (stamped LB 5024 SEGPA") marking the southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 30, and the north line of that certain parcel of land as described in Official Records Book 2858, Page 2575, of said Public Records; thence departing said west property line run North 89°01'00" West 1,312.40 feet along said north property line to a point on an iron rod and cap (stamped "LB 5024 SEGPA") marking the southeast corner of the Northeast ¼ of the Northwest ¼ of said Section 30, and the west line of that certain parcel of land as described in Official Records Book 2858, page 2775, of said Public Records; thence South

02°14'31" West 86.86 feet along said west property line, to the POINT OF BEGINNING;

Containing 8.977 acres (391,055 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.06.04
07:13:27-05'00'

RONALD S. GIBSON
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308
1333 SOUTH RAILROAD AVENUE
CHIPLEY, FLORIDA 32428
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

Parcel
County

150
Okaloosa

A parcel of land being in Section 29, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a ½ inch iron rod and cap (stamped "4418 PS&M") marking the southwest corner of the plat of Crescent Park Phase Three as recorded in Plat Book 20, Page 10 of the Public Records of Okaloosa County, Florida; thence North 02°18'30" East 33.33 feet along the west line of said Crescent Park Phase Three to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence departing said centerline of construction continue North 02°18'30" East 13.83 feet along said west plat line to the south line of that certain parcel of land as described in Official Records Book 2993, Page 1856 of said Public Records and the POINT OF BEGINNING; thence departing said west plat line run North 87°17'07" West 100.00 feet, along said south property line to the west line of said parcel of land; thence North 02°18'30" East 106.08 feet along said west property line to the north line of said parcel of land; thence South 87°17'07" East 100.00 feet, along said north property line to the west line of said plat of Crescent Park Phase Three; thence South 02°18'30" West 106.08 feet along said west plat line to the POINT OF BEGINNING;

Containing 0.244 acres (10,608 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Eric B Stuart
2020.08.07
11:46:10-05'00'

ERIC B. STUART
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 6707
1333 SOUTH RAILROAD AVENUE
CHIPLEY, FLORIDA 32428
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Parcel
County

A
Okaloosa

A parcel of land being in Sections 25 and 26, Township 3 North, Range 24 West, Okaloosa County, Florida, described as follows: BEGINNING at a 3 inch by 3 inch lite wood stake marking the southwest corner of said Section 25; thence South 87°51'50" East 1,306.64 feet along the south line of said Section 25, to a 3/4 inch iron pipe, marking the southeast corner of the Southwest ¼ of the Southwest ¼ of said Section 25; thence South 88°20'36" East 1301.25 feet along said south line of Section 25 to 5/8 inch iron rod marking the southeast corner of the Southwest ¼ of said Section 25; thence North 02°12'28" East 264.21 feet along the east line of the Southwest ¼ of said Section 25; thence departing said east line, run North 72°33'54" West 426.11 feet to a tangent curve to the left (concave southerly); thence run westerly along said curve, having a radius of 1522.00 feet, for an arc distance of 743.99 feet, through a central angle 28°00'28", chord bearing and distance: North 86°34'08" West 736.61 feet, to end of curve; thence South 79°25'38" West 58.00 feet; thence North 10°34'22" West 19.14 feet; thence North 02°28'23" East 127.65 feet; thence North 18°07'54" East 139.11 feet; thence North 09°27'25" East 111.70 feet; thence North 01°57'30" West 46.56 feet; thence North 23°46'38" West 163.40 feet; thence North 72°40'45" West 35.29 feet to a point on a non-tangent curve to the right (concave southeasterly); thence run northeasterly along said curve having a radius of 995.92 feet, for an arc distance of 605.56 feet, through a central angle of 34°50'17", chord bearing and distance: North 26°23'04" East 596.27 feet, to end of curve; thence South 80°09'14" East 139.24 feet; thence South 62°33'30" East 189.46 feet; thence North 69°08'54" East 63.60 feet; thence North 26°08'20" East 97.73 feet; thence North 18°02'44" West 158.07 feet; thence North 00°43'06" West 180.52 feet; thence North 50°20'12" East 1,135.11 feet to the north line of the South ½ of said Section 25; thence North 87°50'51" West 194.98 feet along said north line to the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence departing said centerline of construction, run North 87°50'51" West 169.33 feet continuing along said north line, to the existing westerly right of way line of Arena Road; thence South 50°17'40" West 120.12 feet, along said westerly right of way line; thence South 50°16'25" West 1,043.31 feet, along said right of way line to a point on a tangent curve to the left (concave southeasterly); thence run southwesterly along said right of way line and said curve, having a radius of 2,370.79 feet, for an arc distance of 394.23 feet, through a central angle of 09°31'39", chord bearing and distance: South 45°30'36" West 393.77 feet, to end of curve; thence South 40°15'13" West 316.67 feet along said westerly right of way line, to the north line of the Southwest ¼ of the Southwest ¼ of said Section 25; departing said right of way line, run South 87°58'30" East 42.01 feet along said north line, to the existing easterly right of way line of said Arena Road; thence North 40°15'13" East 290.40 feet to the east line of the Northwest ¼ of the Southwest ¼ of said Section 25; thence South 02°02'40" West 228.12 feet to the north line of the Southwest ¼ of the Southwest ¼ of said Section 25; thence North 87°58'30" West 178.93 feet along said north line, to point on a non-tangent curve to left (concave easterly); thence departing said north

line, run southerly along said curve having a radius of 1,288.92 feet, for an arc distance of 745.82 feet, through a central angle of 33°09'13", chord bearing and distance: South 06°00'15" West 735.46 feet, to end of curve; thence South 10°34'22" East 259.03 feet; thence South 79°25'38" West 19.96 feet to a tangent curve to the left (concave southeasterly); thence run southwesterly along said curve, having a radius of 2,381.83 feet, for an arc distance of 415.71 feet, through a central angle of 10°00'00", chord bearing and distance: South 74°25'38" West 415.18 feet, to end of curve; thence South 69°25'38" West 71.23 feet to a tangent curve to the right (concave northwesterly); thence run southwesterly along said curve, having a radius of 1819.86 feet, for an arc distance of 484.67 feet, through a central angle of 15°15'33", chord bearing and distance: South 77°03'25" West 483.24 feet, to end of curve; thence North 17°24'55" East 176.01 feet; thence North 07°42'20" West 151.06 feet; thence North 80°46'45" West 165.44 feet to a point on the existing easterly right of way line of said Arena Road, being a non-tangent curve to the left (concave southeasterly); thence run southwesterly along said right of way line and said curve, having a radius of 1,031.83 feet, for an arc distance of 18.30 feet, through a central angle of 01°00'58", chord bearing and distance: South 27°27'17" West 18.30 feet, to end of curve; thence South 26°56'48" West 83.30 feet along said easterly right of way line to the west line of said Section 25; thence departing said easterly right of way line, run South 27°59'11" West 201.70 feet to a tangent curve to the right (concave northwesterly); thence run southwesterly along said curve, having a radius of 280.00 feet, for an arc distance of 157.82 feet, through a central angle of 32°17'40", chord bearing and distance: South 46°25'46" West 155.74 feet to the south line of said Section 26 (also being the north of said Section 35)(also being the north right of way line of Arena Road); thence North 87°47'20" West 1,231.86 feet along said south line to the easterly right of way line of County Road 4 (Antioch Road) (100 foot right of way); thence South 18°36'13" East 63.37 feet along said easterly right of way line to the southerly right of way line of Arena Road, as being described in Official Records Book 3023, Page 2485, of the Public Records of Okaloosa County, Florida; thence North 57°16'24" East 34.79 feet along said right of way line; thence South 88°12'57" East 344.54 feet; thence South 87°48'03" East 286.78 feet; thence South 87°38'00" East 296.36 feet; thence South 88°57'31" East 143.55 feet to tangent curve to the left (concave northwesterly); thence run northeasterly along said right of way line and said curve, having a radius of 250.00 feet, for an arc distance of 128.02 feet, through a central angle of 29°20'20", chord bearing and distance: North 76°22'19" East 126.62 feet to the north line of said Section 35 and end of curve; thence South 87°47'20" East 185.21 feet, along said north line, to the POINT OF BEGINNING;

Containing 39.802 acres (1,733,784 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.06.26
13:15:54-05'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

Parcel
County

E
Okaloosa

A parcel of land being in Section 25, Township 3 North, Range 24 West, Okaloosa County, Florida, described as follows: COMMENCING at a 3 inch by 3 inch lite wood stake marking the southwest corner of said Section 25; thence North 02°00'00" East 293.25 feet along the west line of said Section 25 to a point on the southeasterly right of way line of Arena Road, as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence departing said west section run North 26°56'48" East 83.30 feet, along said southeasterly right of way line, to a tangent curve to the right (concave southeasterly); thence run northeasterly, along said right of way line and said curve, having a radius of 1031.83 feet, for an arc distance of 18.30 feet, through a central angle of 01°00'58", chord bearing and distance: North 27°27'17" East 18.30 feet, to a point on a tangent curve to the right (concave southeasterly), and POINT OF BEGINNING; thence run northeasterly along said right of way line and said curve, having a radius of 1,031.83 feet, for an arc distance of 652.98 feet, through a central angle of 36°15'32", chord bearing: North 46°05'31" East 642.14 feet, to end of curve; thence North 64°13'18" East 240.04 feet along said right of way line to a tangent curve to the left (concave northwesterly); thence northeasterly along said right of way line and said curve, having a radius of 1,324.55 feet, for an arc distance of 558.99 feet, through a central angle of 24°10'48", chord bearing and distance: North 52°07'52" East 554.85 feet to end of curve and the north line of the Southwest ¼ of the Southwest ¼ of said Section 25; thence departing said right of way line, run South 87°58'30" East 0.69 feet along said north line to a point on a non-tangent curve to the left (concave easterly); thence departing said north line, run southerly along said curve, having a radius of 1,288.92 feet, for an arc distance of 745.82 feet, through a central angle of 33°09'13", chord bearing and distance: South 06°00'15" West 735.46 feet to end of curve; thence South 10°34'22" East 259.03 feet; thence South 79°25'38" West 19.96 feet to a tangent curve to left (concave southeasterly); thence run southwesterly along said curve, having a radius of 2,381.83 feet, for an arc distance of 415.71 feet, through a central angle of 10°00'00", chord bearing and distance: South 74°25'38" West 415.18 feet, to end of curve; thence South 69°25'38" West 71.23 feet to a tangent curve to the right (concave northerly); thence run southwesterly along said curve, having a radius of 1,819.86 feet, for an arc distance of 484.67 feet, through a central angle of 15°15'33", chord bearing and distance: South 77°03'25" West 483.24 feet, to end of curve; thence North 17°24'55" East 176.01 feet; thence North 07°42'20" West 151.06 feet; thence North 80°46'45" West 165.44 feet to the POINT OF BEGINNING;

Containing 15.636 acres (681,109 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.06.26
14:52:07-05'00'

RONALD S. GIBSON DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308
1333 SOUTH RAILROAD AVENUE
CHIPLEY, FLORIDA 32428
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

Parcel
County

G (Parcel 107)
Okaloosa

A parcel of land being in Section 25, Township 3 North, Range 24 West, Okaloosa County, Florida, described as follows: Commence at a 5/8" iron rod and cap (stamped "PSM 4450") marking the northwest corner of the Northeast Quarter of said Section 25; thence South 02°12'28" West 2,614.07 feet along the west line of the Northeast Quarter of said Section 25 to the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence departing said centerline of construction, continue South 02°12'28" West 23.72 feet along said west line to a 5/8" iron rod and cap (stamped "LB 6550 Curley"), marking the southwest corner of the Northeast ¼ of said Section 25, and the POINT OF BEGINNING; thence South 87°50'51" East 183.48 feet along the south of the Northeast ¼ of said Section 25; thence departing said south line run North 50°20'12" East 634.64 feet; thence South 39°39'48" East 95.00 feet; thence North 82°31'30" East 284.51 feet; thence North 14°52'18" East 29.56 feet; thence North 40°20'12" East 114.57 feet; thence South 46°53'40" East 261.17 feet; thence North 47°38'53" East 513.92 feet; thence North 51°53'02" West 566.81 feet, to a point on a non-tangent curve to left (concave northwesterly); thence run northeasterly along said curve, having a radius of 1,285.92 feet, for an arc distance of 299.69 feet, through a central angle of 13°21'11", chord bearing and distance: North 19°50'52" East 299.01 feet, to a point on non-tangent curve to the left (concave northwesterly); thence run northeasterly along said curve, having a radius of 2,017.00 feet, for an arc distance of 221.99 feet, through a central angle of 06°18'22", chord bearing and distance: North 34°02'37" East 221.88 feet, to a point on a non-tangent curve to the right (concave southerly); thence run southeasterly along said curve, having a radius of 1,819.86 feet, for an arc distance of 237.65 feet, through a central angle of 07°28'56", chord bearing and distance: South 79°35'11" East 237.48 feet, to end of curve; thence South 75°50'43" East 43.61 feet; thence North 14°09'17" East 10.00 feet; thence South 75°50'43" East 591.26 feet, to a tangent curve to the left (concave northeasterly); thence run southeasterly along said curve, having a radius of 1,989.86 feet, for an arc distance of 364.67 feet, through a central angle of 10°30'01", chord bearing and distance of South 81°05'43" East 364.16 feet, to the east line of said Section 25 and end of curve; thence North 02°24'03" East 80.02 feet to the centerline of construction of proposed East Connector as show on said Right of Way Map; thence departing said centerline of construction, continue North 02°24'03" East 87.02 feet along the east line of said Section 25 to a point on a non-tangent curve to the right (concave northeasterly); thence run northwesterly along said curve, having a radius of 1,822.86 feet, for an arc distance of 330.41 feet, through a central angle of 10°23'07", chord bearing and distance: North 81°02'16" West 329.95 feet, to end of curve; thence North 75°50'43" West 531.26 feet; thence North 14°09'17" East 23.00 feet; thence North 75°50'43" West 103.61 feet, to a tangent curve to the left (concave southwesterly); thence run northwesterly along said curve, having a radius of 2,019.86 feet, for an arc distance of 218.13 feet, through a central angle of 06°11'15", chord bearing and distance: North 78°56'20" West 218.02 feet, to the existing northwesterly right of way line of

Arena Road (city maintained) and the end of curve; thence South 28°13'03" West 108.24 feet along said northwesterly right of way line to a tangent curve to the right (concave northwesterly); thence Southwesterly along said northwesterly right of way line and said curve having a radius of 1,984.00 feet, for an arc distance of 791.18 feet, through a central angle of 22°50'55", chord bearing and distance: South 39°38'30" West 785.95 feet, to end of curve; thence South 51°03'57" West 926.16 feet, along said right of way line; thence South 50°17'40" West 305.92 feet along said right of way line, to the west line of the Northeast Quarter of said Section 25; thence departing said west line continue South 50°17'40" West 263.15 feet, along said right of way line, to the south line the Northwest ¼ of said Section 25; thence departing said right of way line, run South 87°50'51" East 169.33 feet to the centerline of construction of proposed Crestview Bypass; thence departing said centerline of construction, continue South 87°50'51" East 26.49 feet along said south line to the POINT OF BEGINNING;

Containing 21.491 acres (936,136 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.04.09
17:42:18-05'00'

RONALD S. GIBSON
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308
1333 SOUTH RAILROAD AVENUE
CHIPLEY, FLORIDA 32428
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Attachment "B"

Deed for Conveyance by the City

THIS INSTRUMENT PREPARED BY:

Kerry A. Parsons, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308

**THIS INSTRUMENT IS EXEMPT FOR DOC. STAMPS AND INTANGIBLE TAXES
PURSUANT TO FLORIDA STATUTES SECTIONS 201.01 AND 201.24.**

DEED OF CONVEYANCE BY CITY

THIS DEED, made this ____ day of _____, 2020 by the City of Crestview, Florida (“Grantor”), and Okaloosa County, Florida (“Grantee”).

WITNESSETH that Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its assigns forever, the following described land lying and being in Okaloosa County, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED AND MADE A PART
HEREOF

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(Signatures on Next Page)

By: Board of City Commissioners
Crestview, Florida

By: _____
Chair [(or Vice Chair)]

Witness 1

Printed Name:

Witness 2

Printed Name

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing document was acknowledged before me ____ in person or ____ electronic
notarization, this ____ day of 2020, by _____, on behalf of
_____. Who is personally known to me or provided
_____ as identification.

Notary
(Seal)

Attachment “C”

Legal Description of Parcels to be Conveyed by the County

Parcel
County

109A
Okaloosa

A parcel of land being in Section 25, Township 3 North, Range 24 West, Okaloosa County, Florida, described as follows: Commence at a 5/8" iron rod and cap (stamped "PSM 4450") marking the northwest corner of the Northeast Quarter of said Section 25; thence South 88°08'01" East 1,150.45 feet along the north line of the Northeast Quarter of said Section 25 to the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence departing said centerline of construction, continue South 88°08'01" East 120.00 feet, along said north line; thence departing said north line, run South 01°55'27" West 69.72 feet to the POINT OF BEGINNING; thence South 88°04'33" East 437.58 feet, to a point on a tangent curve to the right (concave southerly); thence easterly along said curve, having a radius of 440.26 feet, for an arc distance of 155.31 feet, through a central angle of 20°12'46", chord bearing and distance of South 77°58'10" East 154.51 feet, to the existing northwesterly right of way line of Arena Road (city maintained) as shown on said right of way map and end of curve; thence South 28°13'03" West 66.44 feet along said right of way line to a point on a non-tangent curve to the left (concave southerly); thence departing said right of way line, run westerly along said curve, having a radius of 374.26 feet, for an arc distance of 124.99 feet, through a central angle of 19°08'07", chord bearing a distance of North 78°30'29" West 124.41 feet, to end of curve; thence North 88°04'33" West 437.58 feet; thence North 01°55'27" East 66.00 feet to the POINT OF BEGINNING.

Containing 0.875 acres (38,130 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.06.17
09:36:20-05'00'

RONALD S. GIBSON
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308
1333 SOUTH RAILROAD AVENUE
CHIPLEY, FLORIDA 32428
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE

Parcel
County

141
Okaloosa

A parcel of land being in Section 30, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument marking the northwest corner of said Section 30; thence South 02°24'03" West 1,256.01 feet along the west line of said Section 30 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof, also being the POINT OF BEGINNING thence departing said centerline of construction, run South 02°24'03" West 69.42 feet along the west line of said Section 30, to the north line of that certain parcel of land described in Official Records Book 2851, Page 1576, of the Public Records of Okaloosa County, Florida; Thence South 89°00'50" East 1315.58 feet to the west line of that certain parcel of land as described in Official Records Book 2858, Page 2575 of said Public Records; thence North 02°19'17" East 32.87 feet, along said west property line to the south line of that certain parcel of land as described in Official Records Book 2497, Page 3955, of the Public Records of said Public Records; thence departing said west line run North 89°00'50" West 1,282.61 feet, along said south property line to the west line of said parcel; thence North 02°24'03" East 35.27 feet to the centerline of construction of said proposed Crestview Bypass; thence departing said centerline of construction, continue North 02°24'03" East 87.00 feet, along said west property line; to a point on a non-tangent curve to the right (concave northerly); thence run westerly along said curve, having a radius of 1,822.86 feet, for an arc distance of 32.91 feet, through a central angle of 01°02'04", chord bearing and distance, North 86°44'52" West 32.91 feet to end of curve and the west line of said Section 30; thence South 02°24'03" West 87.02 feet along said west line to the POINT OF BEGINNING;

Containing 1.085 acres (47,273 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.06.04
07:18:03-05'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

A parcel of land being in Section 30, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument marking the northwest corner said Section 30; thence South 02°24'03" West 1,256.01 feet along the west line said Section 30 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; said being on a non-tangent curve to left (concave northerly); thence run easterly along said centerline of construction and said curve, having a radius of 1909.86 feet, for an arc distance of 32.91 feet, through a central angle of 00°59'14", chord bearing and distance, South 86°47'11" East 32.91 feet, to end of curve and the west line of that certain parcel of land as described in Official Records Book 2497, Page 3955, of the Public Records of Okaloosa County, Florida being the POINT OF BEGINNING; thence departing said centerline of construction run North 02°24'03" East 125.00 feet along said west property line to a point on a non-tangent curve to the left (concave northerly); thence departing said property line run easterly along said curve, having a radius of 1784.86 feet, for an arc distance of 56.27 feet, through a central angle of 01°48'22", chord bearing and distance of South 88°09'39" East 56.26 feet to end of curve; thence South 89°03'50" East 1009.29 feet to a point on a tangent curve to the right (concave southerly); thence run easterly along said curve, having a radius of 5854.58 feet, for an arc distance of 216.80 feet, through a central angle of 02°07'18", chord bearing and distance, South 88°00'11" East 216.79 feet to end of curve and the west line of that certain parcel of land as described in Official Records Book 2858, Page 2575, of said Public Records; thence South 02°19'17" West 125.01 feet, along said west property line to the centerline of construction of said Crestview Bypass; thence departing said centerline of construction, continue South 02°19'17" West 31.47 feet along said property line, to the south line of said parcel of land as described Official Records Book 2497, Page 3955 of said Public Records; thence North 89°00'50" West 1282.61 feet to east line of said parcel of land as described in Official Records Book 2497, Page 3955; thence North 02°24'03" East 35.27 feet along said east property line to the POINT OF BEGINNING;

Containing 4.701 acres (204,791 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.02.03
08:29:29-06'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

A parcel of land being in Section 30, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument marking the northwest corner said Section 30; thence South 02°24'03" West 1,256.01 feet along the west line said Section 30 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence departing said centerline of construction, run South 02°24'03" West 69.42 feet along the west line of said Section 30, to the north line of that certain parcel of land as described in Official Records Book 2851, Page 1576 of the Public Records of Okaloosa County, Florida, and the POINT OF BEGINNING; thence departing said north property line, run South 02°24'03" West 10.60 feet along said west section line to a point on a non-tangent curve to the left (concave northerly); thence run easterly along said curve, having a radius of 1,989.86 feet, for an arc distance of 94.42 feet, through a central angle of 02°43'07", chord bearing and distance, South 87°42'17" East 94.41 feet to end of curve; thence South 89°03'50" East 1,009.29 feet, to a point on a tangent curve to the right (concave southerly); thence easterly along said curve, having a radius of 5,649.58 feet, for an arc distance of 211.84 feet, through a central angle of 02°08'54", chord bearing and distance of South 87°59'23" East 211.83 feet to the east line of the of the West ½ of the Northwest ¼ of said Section 30, and end of curve; thence North 02°19'17" East 5.00 feet, along said east line, to a point on a non-tangent curve to the right (concave southerly); thence departing said east line, run easterly along said curve, having a radius of 5,654.58 feet, for an arc distance of 780.42 feet, through a central angle of 07°54'28", chord bearing and distance of South 82°57'45" East 779.80 feet to a point of reverse curve of a curve to the left (concave northeasterly); thence run easterly along said curve having a radius of 5,804.58 feet, for an arc distance of 541.44 feet, through a central angle of 05°20'40", chord bearing and distance of South 81°40'51" East 541.25 feet to the west line of that certain parcel of land as described in Official Records Book 2858, Page 2575 of said Public Records and the end of curve; thence North 02°14'31" East 75.13 feet to the centerline of construction of said proposed Crestview Bypass; thence departing said centerline of construction, continue North 02°14'31" East 86.86 feet along said west property line to a 5/8" iron rod and cap (stamped "LB 5024 SEGPA") marking the southeast corner of Northeast ¼ of the Northwest ¼ of said Section 30 and the south line of that certain parcel of land as described in Official Records Book 2858, Page 2575 of said Public Records; thence North 89°00'50" West 1,315.58 feet along said south property line to the east line of the of the West ½ of the Northwest ¼ of said Section 30; thence North 89°00'50" West 1,315.58 feet along the north of that certain parcel of land as described in Official Records Book 2851, Page 1576 of said Public Records to the POINT OF BEGINNING;

Containing 2.765 acres (120,448 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.05.31
19:50:36-05'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

A parcel of land being in Section 30, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument marking the northwest corner said Section 30; thence South 02°24'03" West 1,256.01 feet along the west line said Section 30 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; being a non-tangent curve to the left (concave northerly); thence run easterly along said centerline of construction and said curve, having a radius of 1,909.86 feet, for an arc distance of 92.37 feet, through a central angle of 02°46'16", chord bearing and distance, South 87°40'42" East 92.36 feet, to end of curve; thence South 89°03'50" East 1,009.29 feet along said centerline of construction, to a point on a tangent curve to right (concave southerly); thence run easterly along said centerline of construction and curve having a radius of 5,729.58 feet, for an arc distance of 213.78 feet, through a central angle of 02°08'16", chord bearing and distance, South 87°59'42" East 213.76 feet, to end of curve and the west line of that certain parcel of land, as described in Official Records Book 2858, Page 2575, of the Public Records of Okaloosa County, Florida, and the POINT OF BEGINNING; thence departing said centerline of construction, run South 02°19'17" West 64.34 feet, along said west property line, to the north line of that certain parcel of land as described in Official Records Book 2851, Page 1576, of said Public Records; thence departing said west property line run South 89°00'50" East 1295.56 feet along said north property line to a point on a non-tangent curve to the right (concave northeasterly); thence departing said north property line, run westerly along said curve having a radius of 5644.58 feet, for an arc distance of 496.95 feet, through a central angle 05°02'40", chord bearing and distance of North 81°31'51" West 496.79 feet to a point of reverse curve to the left; thence northwesterly along said curve having a radius of 5814.58 feet, for an arc distance of 804.63 feet. Through a central angle of 07°55'43", chord bearing and distance of North 82°58'22" West 803.99 feet to the west line of that certain parcel of land as described in Official Records Book 2858, Page 2575 of said Public Records and the end of curve; thence South 02°19'17" West 85.01 feet, along said west property line to the POINT OF BEGINNING;

Containing 2.465 acres (107,394 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.05.31
19:51:17-05'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

Parcel
County

144B
Okaloosa

A parcel of land being in Section 30, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument marking the northwest corner said Section 30; thence South 02°24'03" West 1,256.01 feet along the west line said Section 30 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; being a non-tangent curve to the left (concave northerly); thence run easterly along said centerline of construction and said curve, having a radius of 1,909.86 feet, for an arc distance of 92.37 feet, through a central angle of 02°46'16", chord bearing and distance, South 87°40'42" East 92.36 feet, to end of curve; thence South 89°03'50" East 1,009.29 feet along said centerline of construction, to a point on a tangent curve to right (concave southerly); thence run easterly along said centerline of construction and curve having a radius of 5,729.58 feet, for an arc distance of 1,005.54 feet, through a central angle of 10°03'20", chord bearing and distance, South 84°02'11" East 1004.25 feet, to a point of reverse curve to the left (concave northeasterly); thence easterly along said centerline of construction and said curve having a radius 5,729.58 feet, for an arc distance of 529.99 feet, through a central angle of 05°18'00", chord bearing and distance of South 81°39'31" East 529.80 feet, to the west line of that certain parcel of land as described in Official Records Book 2858, page 2775, of the Public Records of Okaloosa County, Florida, and the POINT OF BEGINNING; thence departing said centerline of construction, run South 02°14'31" West 75.13 feet, along said west property line, to a point on a non-tangent curve to the left (concave northerly); thence departing said west property line, run easterly along said curve, having a radius of 5,804.58 feet, for an arc distance of 252.64 feet, through a central angle of 02°29'38", chord bearing and distance of South 85°36'00" East 252.62 feet; thence South 00°00'00" East 297.30 feet; thence South 89°30'55" East 521.88 feet; thence North 52°11'25" East 188.79 feet; thence North 25°38'59" West 219.52 feet to a point on a non-tangent curve to the left (concave northerly); thence run easterly along said curve, having a radius of 5,789.58 feet, for an arc distance of 488.36 feet, through a central angle of 04°49'59", chord bearing and distance of North 85°02'32" East 488.22 feet to the west line of that certain parcel of land as described in Official Records Book 3202, Page 2846 of said Public Records; thence North 02°20'25" East 60.88 feet, along said west property line, to the centerline of construction of said proposed Crestview Bypass; thence departing said centerline of construction, continue North 02°20'25" East 43.83 feet, to an iron rod and cap (stamped LB 5024 SEGPA") marking the southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 30, and the north line of that certain parcel of land as described in Official Records Book 2858, Page 2575, of said Public Records; thence departing said west property line run North 89°01'00" West 1,312.40 feet along said north property line to a point on an iron rod and cap (stamped "LB 5024 SEGPA") marking the southeast corner of the Northeast ¼ of the Northwest ¼ of said Section 30, and the west line of that certain parcel of land as described in Official Records Book 2858, page 2775, of said Public Records; thence South

02°14'31" West 86.86 feet along said west property line, to the POINT OF BEGINNING;

Containing 8.977 acres (391,055 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.06.04
07:13:27-05'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

Parcel
County

149
Okaloosa

A parcel of land being in Section 30, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 3 inch by 4 inch lite-wood hub marking the northeast corner said Section 30; thence South 02°40'37" West 1,114.80 feet along the east line of said Section 30 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof, and the POINT OF BEGINNING; thence departing said centerline of construction, continue South 02°40'37" West 56.34 feet along said east section line; thence South 80°08'16" West 784.42 feet to the north line of that certain parcel of land as described on Official Records Book 3202, Page 2846 of the Public Records of Okaloosa County, Florida; thence North 89°01'00" West 15.94 feet along said north property line; thence departing said north line, run South 80°08'16" West 291.74 feet to a point on a tangent curve to the right (concave northwesterly); thence run southwesterly along said curve, having a radius of 5,781.58 feet, for an arc distance of 249.68 feet, through a central angle of 02°28'28", chord bearing and distance, South 81°22'30" West 249.66 feet, to the east line of that certain parcel of land as described in Official Records Book 2858, Page 2575, of said Public Records, and end of curve; thence North 02°20'25" East 52.77 feet, along said east property line, to the said centerline of construction of proposed Crestview Bypass; thence departing said centerline of construction, continue North 02°20'25" East 43.83 feet to a 5/8 inch iron rod and cap stamped "SEGPA LB 5024" marking the southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 30; thence North 02°27'33" East 424.61 feet along the west line of Northeast ¼ of the Northeast ¼ of said Section 30; thence departing said west line, run North 80°59'51" East 173.58 feet; thence South 11°58'56" East 38.15 feet; thence North 85°00'19" East 146.73 feet; thence South 26°38'00" East 359.75 feet; thence North 80°08'16" East 832.12 feet, to the east line of said Section 30; thence South 02°40'37" West 66.59 feet along said east line, to the POINT OF BEGINNING;

Containing 7.228 acres (314,862 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.02.03
08:31:02-06'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

Parcel
County

150
Okaloosa

A parcel of land being in Section 29, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a ½ inch iron rod and cap (stamped "4418 PS&M") marking the southwest corner of the plat of Crescent Park Phase Three as recorded in Plat Book 20, Page 10 of the Public Records of Okaloosa County, Florida; thence North 02°18'30" East 33.33 feet along the west line of said Crescent Park Phase Three to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence departing said centerline of construction continue North 02°18'30" East 13.83 feet along said west plat line to the south line of that certain parcel of land as described in Official Records Book 2993, Page 1856 of said Public Records and the POINT OF BEGINNING; thence departing said west plat line run North 87°17'07" West 100.00 feet, along said south property line to the west line of said parcel of land; thence North 02°18'30" East 106.08 feet along said west property line to the north line of said parcel of land; thence South 87°17'07" East 100.00 feet, along said north property line to the west line of said plat of Crescent Park Phase Three; thence South 02°18'30" West 106.08 feet along said west plat line to the POINT OF BEGINNING;

Containing 0.244 acres (10,608 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Eric B Stuart
2020.08.07
11:46:10-05'00'

ERIC B. STUART
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 6707
1333 SOUTH RAILROAD AVENUE
CHIPLEY, FLORIDA 32428
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

A parcel of land being in Section 29, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 3 inch by 4 inch lite-wood hub marking the northwest corner said Section 29; thence South 02°40'37" West 1,114.80 feet along the west line of said Section 29 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof, and the POINT OF BEGINNING; thence departing said centerline of construction, continue South 02°40'37" West 56.34 feet along said west section line; thence North 80°08'16" East 236.08 feet; thence North 09°51'44" West 5.00 feet; thence North 80°08'16" East 553.63 feet to a point on a tangent curve to the right (concave southerly); thence run easterly along said curve, having a radius of 1,095.92 feet, for an arc distance of 713.80 feet, through a central angle of 37°19'06", chord bearing and distance, South 81°12'11" East 701.25 feet , to end of curve; thence North 27°27'21" East 10.00 feet to a point on a non-tangent curve to the right (concave southwesterly); thence run southeasterly along said curve, having a radius 1,105.92 feet, for an arc distance of 19.26 feet, through a central angle of 00°59'52", chord bearing and distance, South 62°02'43" East 19.26 feet, to end of curve; thence South 61°32'46" East 134.72 feet, to a point on a tangent curve to the left (concave northeasterly); thence run southeasterly along said curve, having a radius of 994.93 feet, for an arc distance of 285.85 feet, through a central angle of 16°27'40", chord bearing and distance, South 69°46'37" East 284.86 feet, to the westerly extension of the south right of way line of Physician's Drive (50 foot right of way) as shown on the plat of Crescent Park Phase Three as recorded in Plat Book 20, Page 10 of the Public Records of Okaloosa County, Florida and end of curve; thence South 87°30'30" East 49.08 feet along said westerly extension to the west line of said Crescent Park Phase Three; thence North 02°18'30" East 47.17 feet, along said west line to the south line of that certain parcel of land as described on Official Records Book 2993, Page 1856 of said Public Records; thence North 87°17'07" West 100.00 feet along said south property line to the west line of said parcel; thence departing said south line, run North 02°18'30" East 106.08 feet along said west property line to the north line of said parcel; thence departing said west property line, run South 87°17'07" East 100.00 feet, along said north property line to the west line of said plat of Crescent Park Phase Three; thence departing said north property line, run North 02°18'30" East 14.07 feet, along said west line; thence departing said west plat line, run North 87°25'37" West 72.70 feet; thence South 79°27'24" West 129.66 feet, to a point on a non-tangent curve to the right (concave northeasterly); thence run northwesterly along said curve, having a radius of 899.93 feet, for an arc distance of 86.28 feet, through a central angle of 05°29'35", chord bearing and distance, North 64°17'34" West 86.25 feet; thence North 61°32'46" West 134.72 feet, to a point on a tangent curve to the left (concave southwesterly); thence run northwesterly along said curve, having a radius of 1,200.92 feet, for an arc distance of 335.31 feet , through a central angle of 15°59'52", chord bearing and distance, North 69°32'42" West 334.23 feet, to end of curve; thence North 12°27'22" East 10.00 feet, to a point on a non-tangent curve to

the left (concave southerly); thence run westerly along said curve, having a radius of 1,210.92 feet, for an arc distance of 471.69 feet, through a central angle of 22°19'06", chord bearing and distance, North 88°42'11" West 468.71 feet, to end of curve; thence South 80°08'16" West 763.02 feet, to the west line of said Section 29; thence South 02°40'37" West 66.59 feet along said east line, to the POINT OF BEGINNING;

Containing 4.983 acres (217,047 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.04.08 19:05:32-05'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

Parcel
County

152
Okaloosa

A parcel of land being in Section 29, Township 3 North, Range 23 West, Okaloosa County, Florida, described as follows: Commence at a 3 inch by 4 inch lite-wood hub marking the northwest corner said Section 29; thence South 02°40'37" West 1,114.80 feet along the west line of said Section 29 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence North 80°08'16" East 777.48 feet along said centerline of construction to a point on a tangent curve to the right (concave southerly); thence run easterly along said centerline of construction and said curve, having a radius of 1,145.92 feet, for an arc distance of 766.32 feet, through a central angle of 38°18'58", chord bearing and distance, South 80°42'15" East 752.12 feet, to end of curve; thence South 61°32'46" East 134.72 feet, along said centerline of construction, to a point on a tangent curve to the left (concave northerly); thence run easterly along said centerline of construction and said curve, having a radius of 954.93 feet, for an arc distance of 434.43 feet, through a central angle of 26°03'56", chord bearing and distance, South 74°34'44" East 430.69 feet, to end of curve; thence departing said centerline of construction run North 02°23'18" East 23.78 feet to the north right of way line of Physician's Drive (50 foot right of way) as shown on the plat of Crescent Park Phase Three as recorded in Plat Book 20, Page 10 of the Public Records of Okaloosa County, Florida, and the POINT OF BEGINNING; thence North 87°25'39" West 116.99 feet, along said north right of way line of Physician's Drive to the west line of said Crescent Park Phase Three; thence North 02°18'30" East 121.86 feet along said west line; thence departing said west plat line, run South 79°59'16" East 41.80 feet; thence South 64°10'10" East 32.94 feet; thence South 02°18'30" West 86.24 feet, to a point on a non-tangent curve to the left (concave northerly); thence run easterly along said curve, having a radius of 914.93 feet, for an arc distance of 45.41 feet, through a central angle of 02°50'36", chord bearing and distance, South 86°11'24" East 45.40 feet, to end of curve; thence South 02°23'18" West 16.22 feet, to said north right of way line of Physician's Drive, and the POINT OF BEGINNING;

Containing 0.207 acres (9,007 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.02.03
08:37:32-06'00'

RONALD S. GIBSON	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

Parcel
County

D
Okaloosa

A parcel of land being in Sections 25, 26, 35 and 36, Township 3 North, Range 24 West, Okaloosa County, Florida, described as follows: COMMENCING at a 3 inch by 3 inch lite wood stake marking the southwest corner of said Section 25; thence North 02°00'00" East 293.25 feet along the west line of said Section 25, to the existing easterly right of way line of Arena Road and the POINT OF BEGINNING; thence departing said right of way line run South 27°59'11" West 201.70 feet to a tangent curve to the right (concave northwesterly); thence run southwesterly along said curve, having a radius of 280.00 feet, for an arc distance of 157.82 feet, through a central angle of 32°17'40", chord bearing and distance: South 46°25'46" West 155.74 feet to the south line of said Section 26 (also being the north of said Section 35)(also being the north right of way line of Arena Road); thence North 87°47'20" West 1,231.86 feet along said south line to the easterly right of way line of County Road 4 (Antioch Road) (100 foot right of way); thence South 18°36'13" East 127.50 feet along said easterly right of way line; thence departing said right of way line, run South 87°47'38" East 427.10 feet; thence North 02°12'22" East 5.00 feet; thence South 87°47'38" East 904.35 feet, to a tangent curve to the left (concave northerly); thence run easterly along said curve, having a radius of 1964.86 feet, for an arc distance of 304.16 feet, through a central angle of 08°52'10", chord bearing and distance; North 87°46'16" East 303.86 feet, to end of curve; thence South 06°39'49" East 10.00 feet, to a point on a non-tangent curve to left (concave northwesterly); thence run northeasterly along said curve, having a radius of 1974.86 feet, for an arc distance of 275.80 feet, through a central angle of 08°00'07", chord bearing and distance: North 79°20'08" East 275.58 feet, to end of curve; thence South 87°47'38" East 696.01 feet; North 10°34'22" West 380.12 feet; South 79°25'38" West 19.96 feet to a tangent curve to the left (concave southeasterly); thence run southwesterly along said curve, having a radius of 2,381.83 feet, for an arc distance of 415.71 feet, through a central angle of 10°00'00", chord bearing and distance: South 74°25'38" West 415.18 feet, to end of curve; thence South 69°25'38" West 71.23 feet to a tangent curve to the right (concave northwesterly); thence run southwesterly along said curve, having a radius of 1819.86 feet, for an arc distance of 484.67 feet, through a central angle of 15°15'33", chord bearing and distance: South 77°03'25" West 483.24 feet, to end of curve; thence North 17°24'55" East 176.01 feet; thence North 07°42'20" West 151.06 feet; thence North 80°46'45" West 165.44 feet to a point on the existing easterly right of way line of said Arena Road, being a non-tangent curve to the left (concave southeasterly); thence run southwesterly along said right of way line and said curve, having a radius of 1,031.83 feet, for an arc distance of 18.30 feet, through a central angle of 01°00'58", chord bearing and distance: South 27°27'17" West 18.30 feet, to end of curve; thence South 26°56'48" West 83.30 feet along said easterly right of way line to the west line of said Section 25 and the POINT OF BEGINNING;

Containing 11.937 acres (519,982 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson

2020.06.26

14:51:32-05'00'

RONALD S. GIBSON

DATE

FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308

1333 SOUTH RAILROAD AVENUE

CHIPLEY, FLORIDA 32428

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

Parcel
County

E
Okaloosa

A parcel of land being in Section 25, Township 3 North, Range 24 West, Okaloosa County, Florida, described as follows: COMMENCING at a 3 inch by 3 inch lite wood stake marking the southwest corner of said Section 25; thence North 02°00'00" East 293.25 feet along the west line of said Section 25 to a point on the southeasterly right of way line of Arena Road, as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence departing said west section run North 26°56'48" East 83.30 feet, along said southeasterly right of way line, to a tangent curve to the right (concave southeasterly); thence run northeasterly, along said right of way line and said curve, having a radius of 1031.83 feet, for an arc distance of 18.30 feet, through a central angle of 01°00'58", chord bearing and distance: North 27°27'17" East 18.30 feet, to a point on a tangent curve to the right (concave southeasterly), and POINT OF BEGINNING; thence run northeasterly along said right of way line and said curve, having a radius of 1,031.83 feet, for an arc distance of 652.98 feet, through a central angle of 36°15'32", chord bearing: North 46°05'31" East 642.14 feet, to end of curve; thence North 64°13'18" East 240.04 feet along said right of way line to a tangent curve to the left (concave northwesterly); thence northeasterly along said right of way line and said curve, having a radius of 1,324.55 feet, for an arc distance of 558.99 feet, through a central angle of 24°10'48", chord bearing and distance: North 52°07'52" East 554.85 feet to end of curve and the north line of the Southwest ¼ of the Southwest ¼ of said Section 25; thence departing said right of way line, run South 87°58'30" East 0.69 feet along said north line to a point on a non-tangent curve to the left (concave easterly); thence departing said north line, run southerly along said curve, having a radius of 1,288.92 feet, for an arc distance of 745.82 feet, through a central angle of 33°09'13", chord bearing and distance: South 06°00'15" West 735.46 feet to end of curve; thence South 10°34'22" East 259.03 feet; thence South 79°25'38" West 19.96 feet to a tangent curve to left (concave southeasterly); thence run southwesterly along said curve, having a radius of 2,381.83 feet, for an arc distance of 415.71 feet, through a central angle of 10°00'00", chord bearing and distance: South 74°25'38" West 415.18 feet, to end of curve; thence South 69°25'38" West 71.23 feet to a tangent curve to the right (concave northerly); thence run southwesterly along said curve, having a radius of 1,819.86 feet, for an arc distance of 484.67 feet, through a central angle of 15°15'33", chord bearing and distance: South 77°03'25" West 483.24 feet, to end of curve; thence North 17°24'55" East 176.01 feet; thence North 07°42'20" West 151.06 feet; thence North 80°46'45" West 165.44 feet to the POINT OF BEGINNING;

Containing 15.636 acres (681,109 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.06.26
14:52:07-05'00'

RONALD S. GIBSON DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308
1333 SOUTH RAILROAD AVENUE
CHIPLEY, FLORIDA 32428
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

Parcel
County

J
Okaloosa

A parcel of land being in Section 25, Township 3 North, Range 24 West, Okaloosa County, Florida, described as follows: COMMENCING at a 4 inch by 4 inch concrete monument marking the northeast corner of said Section 25, thence South 02°24'03" West 1,168.99 feet along the east line of said Section 25 to a point on the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass, also being the POINT OF BEGINNING; thence continue South 02°24'03" West 87.02 feet along the east line of said Section 25; thence continue South 02°24'03" West 80.02 feet along the east line of said Section 25, to a point on a non-tangent curve to the right (concave northerly); thence departing said east line, run westerly along said curve having a radius of 1,989.86 feet, for an arc distance of 364.67 feet, through a central angle of 10°30'01", chord bearing and distance: North 81°05'43" West 364.16 feet, to end of curve; thence North 75°50'43" West 591.26 feet; thence South 14° 09'17" West 10.00 feet; thence North 75°50'43" West 43.61 feet to a tangent curve to the left (concave southerly); thence run westerly along said curve, having a radius of 1819.86 feet, for an arc distance of 237.65 feet, through a central angle of 07°28'56", chord bearing and distance: North 79°35'11" West 237.48 feet to end of curve; thence North 23°37'38" West 227.85 feet to a non-tangent curve to the right (concave southerly); thence easterly along said curve having a radius of 2019.86 feet, for an arc distance of 160.66 feet, through a central angle of 04°33'27", chord bearing and distance: South 84°18'41" East 160.62 feet, thence continue easterly along said curve having a radius of 2019.86 feet, for an arc distance of 218.13 feet, through a central angle of 06°11'15", chord bearing and distance: South 78°56'20" East 218.02 feet, to end of curve; thence South 75°50'43" East 103.61 feet; thence South 14°09'17" West 23.00 feet; thence South 75°50'43" East 531.26 feet to a tangent curve to the left (concave northerly); thence run easterly along said curve, having a radius of 1822.86 feet, for an arc distance of 330.41 feet, through a central angle 10°23'07", chord bearing and distance: South 81°02'16" East 329.95 feet, to the POINT OF BEGINNING.

Containing 5.248 acres (228,581 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Eric B Stuart
2020.08.31
11:49:34-05'00'

ERIC B. STUART	DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 6707	
1333 SOUTH RAILROAD AVENUE	
CHIPLEY, FLORIDA 32428	
NOT VALID WITHOUT THE SIGNATURE AND THE	
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED	
SURVEYOR AND MAPPER	

Attachment "D"

Deed for Conveyance by the County

THIS INSTRUMENT PREPARED BY:

Kerry A. Parsons, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308

**THIS INSTRUMENT IS EXEMPT FOR DOC. STAMPS AND INTANGIBLE TAXES
PURSUANT TO FLORIDA STATUTES SECTIONS 201.01 AND 201.24.**

DEED OF CONVEYANCE BY COUNTY

THIS DEED, pursuant to Florida Statutes, Section 125.35(2) and Section 125.411, made this ____ day of _____, 202_ by Okaloosa County, Florida (“Grantor”), and City of Crestview, Florida (“Grantee”).

WITNESSETH that Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its assigns forever, the following described land lying and being in Okaloosa County, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED AND MADE A PART
HEREOF

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST: _____

Clerk of Courts

Okaloosa County, Florida

By: Board of County Commissioners

Okaloosa County, Florida

By: _____

Chair [(or Vice Chair)]

Attachment “E”

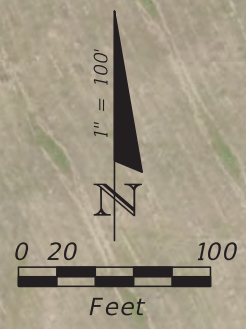
Legal Description of Parcel 109B to be Vacated by the City and Map



SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR

GRAPHIC
PARCEL 109B

TO BE VACATED BY THE CITY OF CRESTVIEW
AFTER CONSTRUCTION IS COMPLETE



CONST.
EAST-WEST CONNECTOR

Parcel
County

109B
Okaloosa

A parcel of land being in Section 25, Township 3 North, Range 24 West, Okaloosa County, Florida, described as follows: Commence at a 5/8" iron rod and cap (stamped "PSM 4450") marking the northwest corner of the Northeast Quarter of said Section 25; thence South 88°08'01" East 1,150.45 feet along the north line of the Northeast Quarter of said Section 25 to the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence departing said centerline of construction, continue South 88°08'01" East 120.00 feet, along said north line; thence departing said north line, run South 01°55'27" West 69.72 feet; thence South 88°04'33" East 437.58 feet, to a point on a tangent curve to the right (concave southerly); thence easterly along said curve, having a radius of 440.26 feet, for an arc distance of 155.31 feet, through a central angle of 20°12'46", chord bearing and distance of South 77°58'10" East 154.51 feet, to the existing northwesterly right of way line of Arena Road (city maintained) as shown on said right of way map and end of curve; thence South 28°13'03" West 66.44 feet along said right of way line to the POINT OF BEGINNING; thence continue South 28°13'03" West 869.10 feet, along said right of way line, to a point on a non-tangent curve to the right (concave southerly); thence departing said right of way line, run easterly along said curve, having a radius of 2019.86 feet, for an arc distance of 35.06 feet, through a central angle of 00°59'41", chord bearing a distance of South 81°32'07" East 35.06 feet, to the existing southeasterly right of way line of Arena Road (city maintained) as shown on said right of way map and end of curve; thence North 28°13'03" East 857.25 feet, along said right of way line; thence departing said right of way line run North 61°46'57" West 33.00 feet to the POINT OF BEGINNING.

Containing 0.654 acres (28,483 square feet), more or less.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Ronald S Gibson
2020.07.02 12:40:36-05'00'

RONALD S. GIBSON
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308
1333 SOUTH RAILROAD AVENUE
CHIPLEY, FLORIDA 32428
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE

Attachment "F"

Legal Description and Map of Parcel 109A and Access Road to be Conveyed by the County



Parcel
County

109A
Okaloosa

A parcel of land being in Section 25, Township 3 North, Range 24 West, Okaloosa County, Florida, described as follows: Commence at a 5/8" iron rod and cap (stamped "PSM 4450") marking the northwest corner of the Northeast Quarter of said Section 25; thence South 88°08'01" East 1,150.45 feet along the north line of the Northeast Quarter of said Section 25 to the centerline of construction as shown on the Right of Way Map of proposed Crestview Bypass attached hereto and made a part hereof; thence departing said centerline of construction, continue South 88°08'01" East 120.00 feet, along said north line; thence departing said north line, run South 01°55'27" West 69.72 feet to the POINT OF BEGINNING; thence South 88°04'33" East 437.58 feet, to a point on a tangent curve to the right (concave southerly); thence easterly along said curve, having a radius of 440.26 feet, for an arc distance of 155.31 feet, through a central angle of 20°12'46", chord bearing and distance of South 77°58'10" East 154.51 feet, to the existing northwesterly right of way line of Arena Road (city maintained) as shown on said right of way map and end of curve; thence South 28°13'03" West 66.44 feet along said right of way line to a point on a non-tangent curve to the left (concave southerly); thence departing said right of way line, run westerly along said curve, having a radius of 374.26 feet, for an arc distance of 124.99 feet, through a central angle of 19°08'07", chord bearing a distance of North 78°30'29" West 124.41 feet, to end of curve; thence North 88°04'33" West 437.58 feet; thence North 01°55'27" East 66.00 feet to the POINT OF BEGINNING.

Containing 0.875 acres (38,130 square feet), more or less.

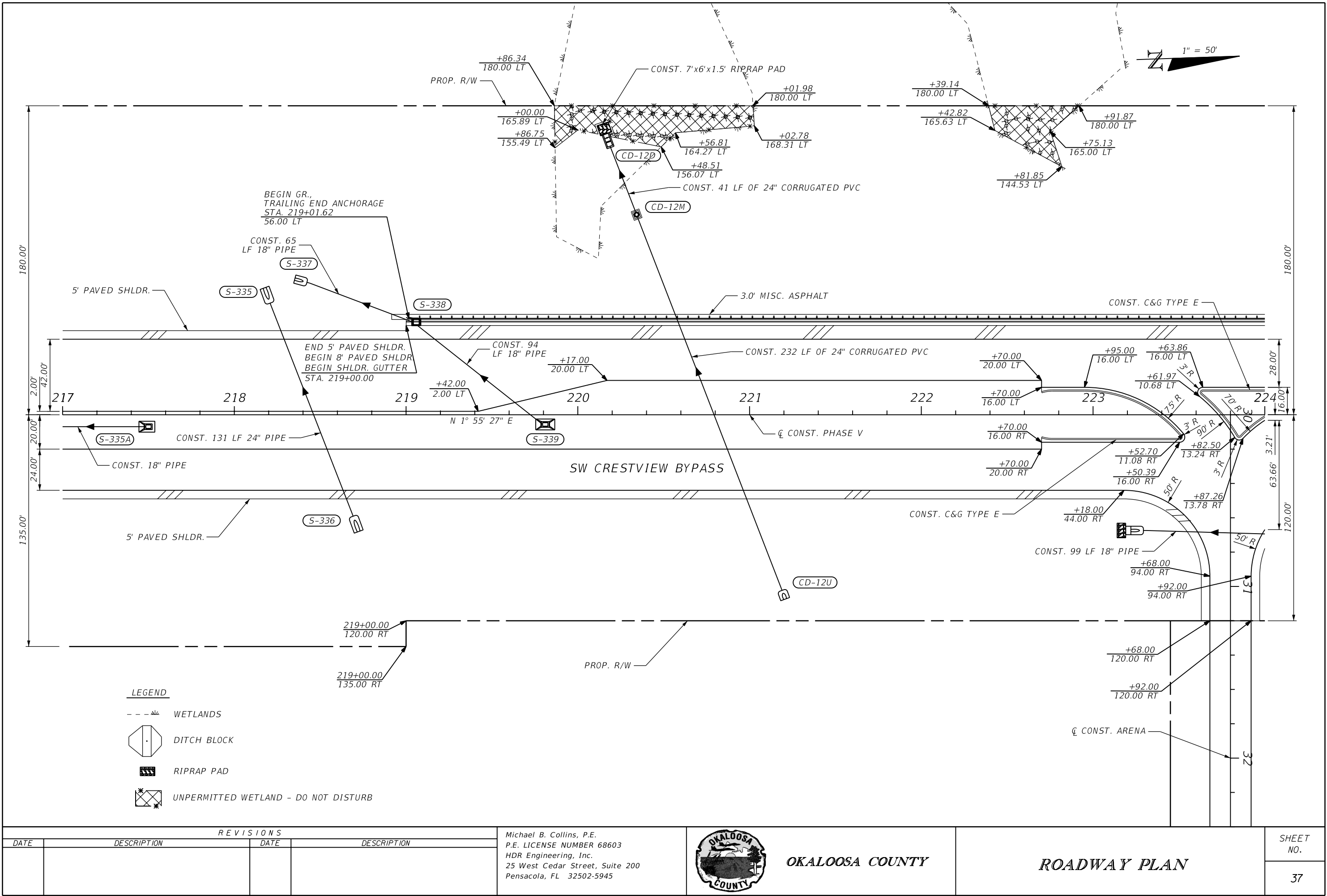
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES



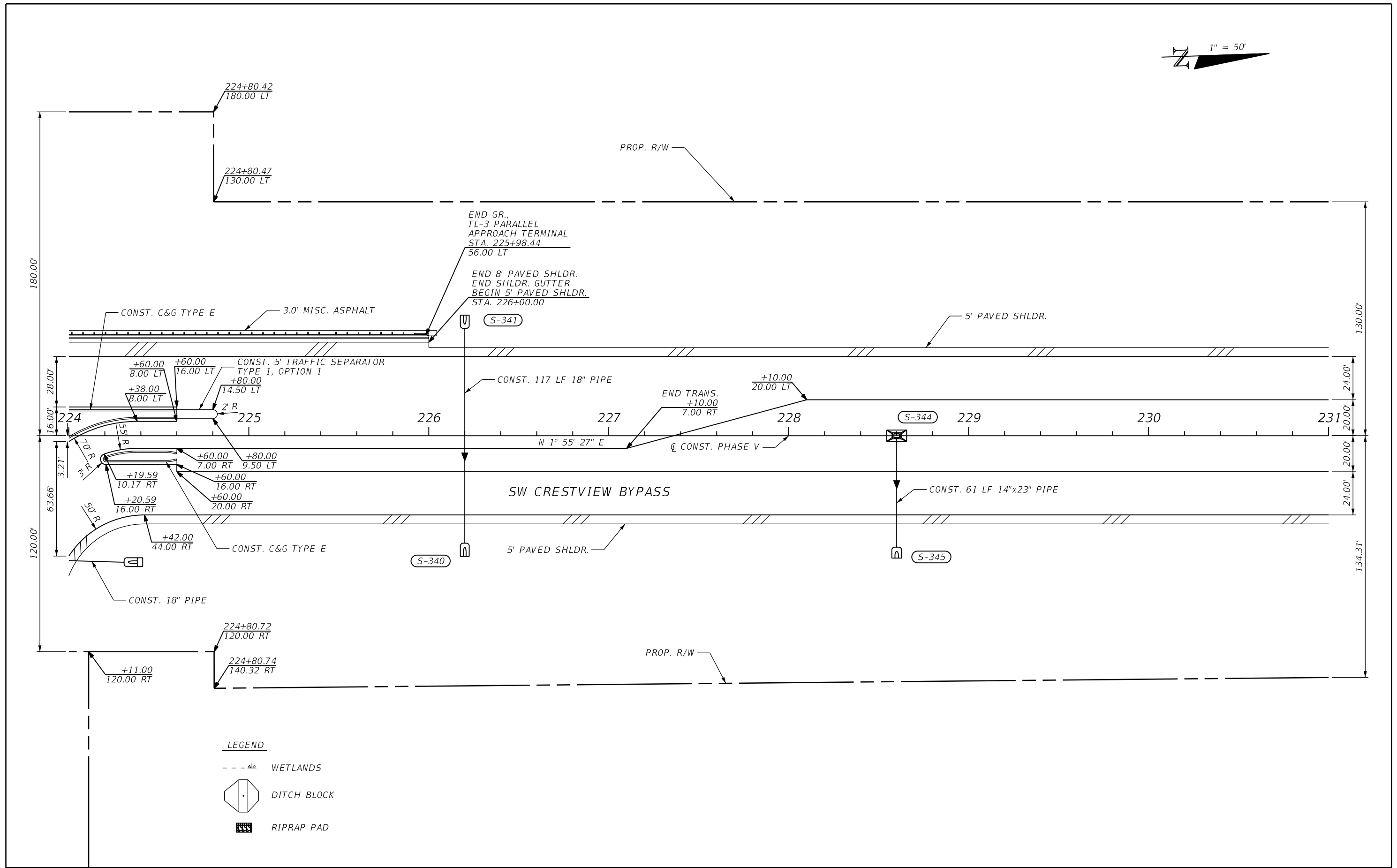
Ronald S Gibson
2020.06.17
09:36:20-05'00'

RONALD S. GIBSON
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 5308
1333 SOUTH RAILROAD AVENUE
CHIPLEY, FLORIDA 32428
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE



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

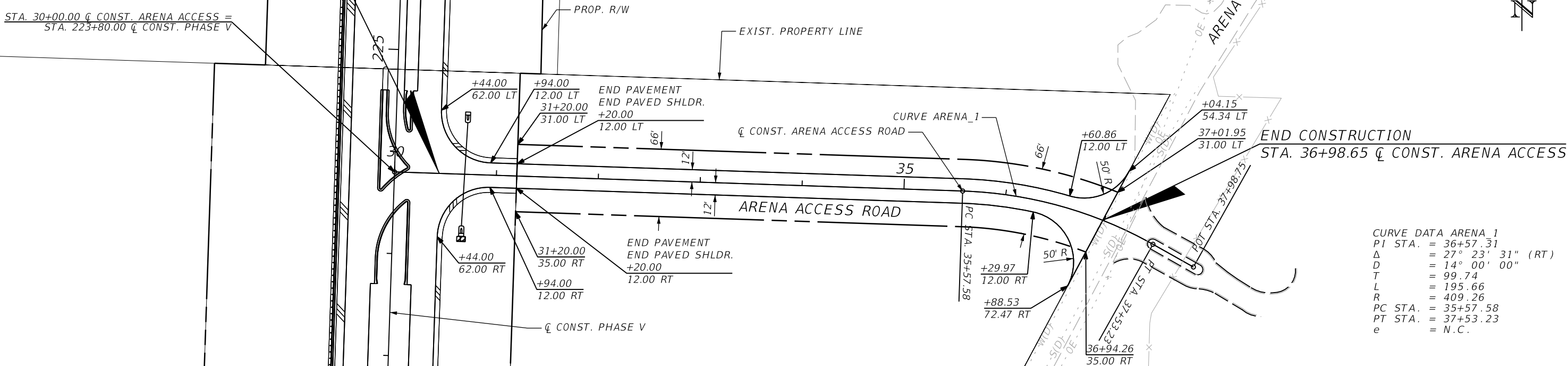


THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

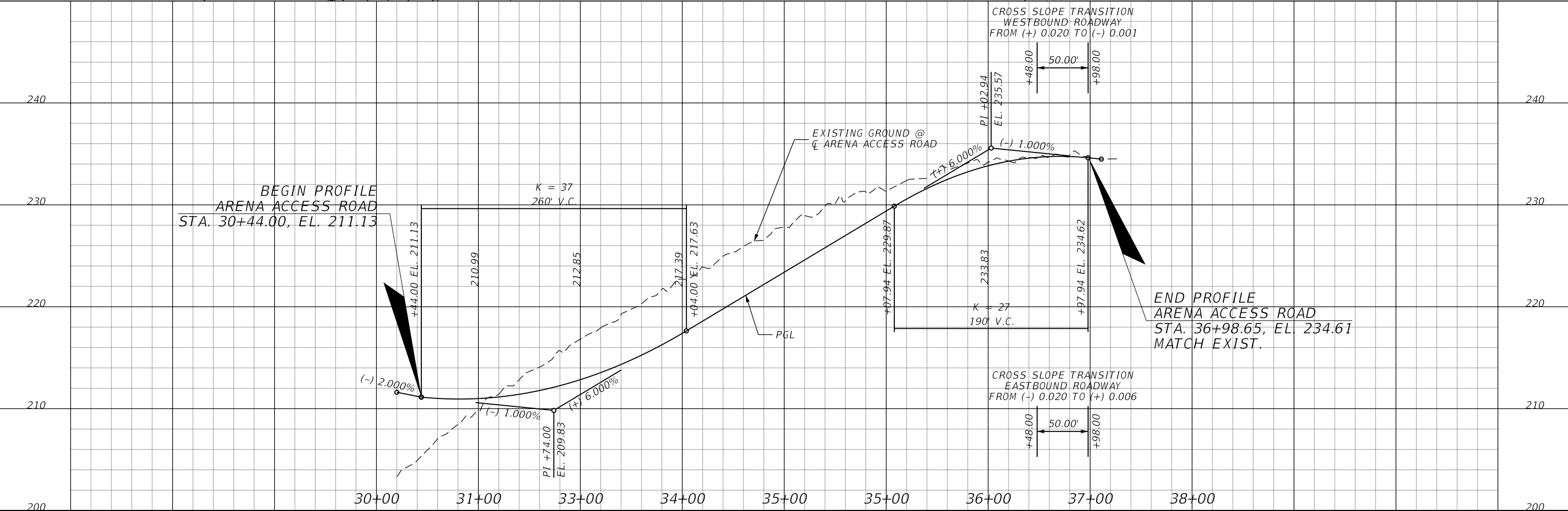
BEGIN CONSTRUCTION
STA. 30+44.00 $\bar{C}$ CONST. ARENA ACCESS

STA. 30+00.00 $\bar{C}$ CONST. ARENA ACCESS =
STA. 223+80.00 $\bar{C}$ CONST. PHASE V

NOTE: ALL STATIONS AND OFFSETS ARE BASED
OFF OF THE $\bar{C}$ CONST. FOR ARENA ACCESS ROAD



CURVE DATA ARENA 1
PI STA. = 36+57.31
 Δ = 27° 23' 31" (RT)
D = 14° 00' 00"
T = 99.74
L = 195.66
R = 409.26
PC STA. = 35+57.58
PT STA. = 37+53.23
e = N.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Michael B. Collins, P.E.
P.E. LICENSE NUMBER 68603
HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pensacola, FL 32502-5945



OKALOOSA COUNTY

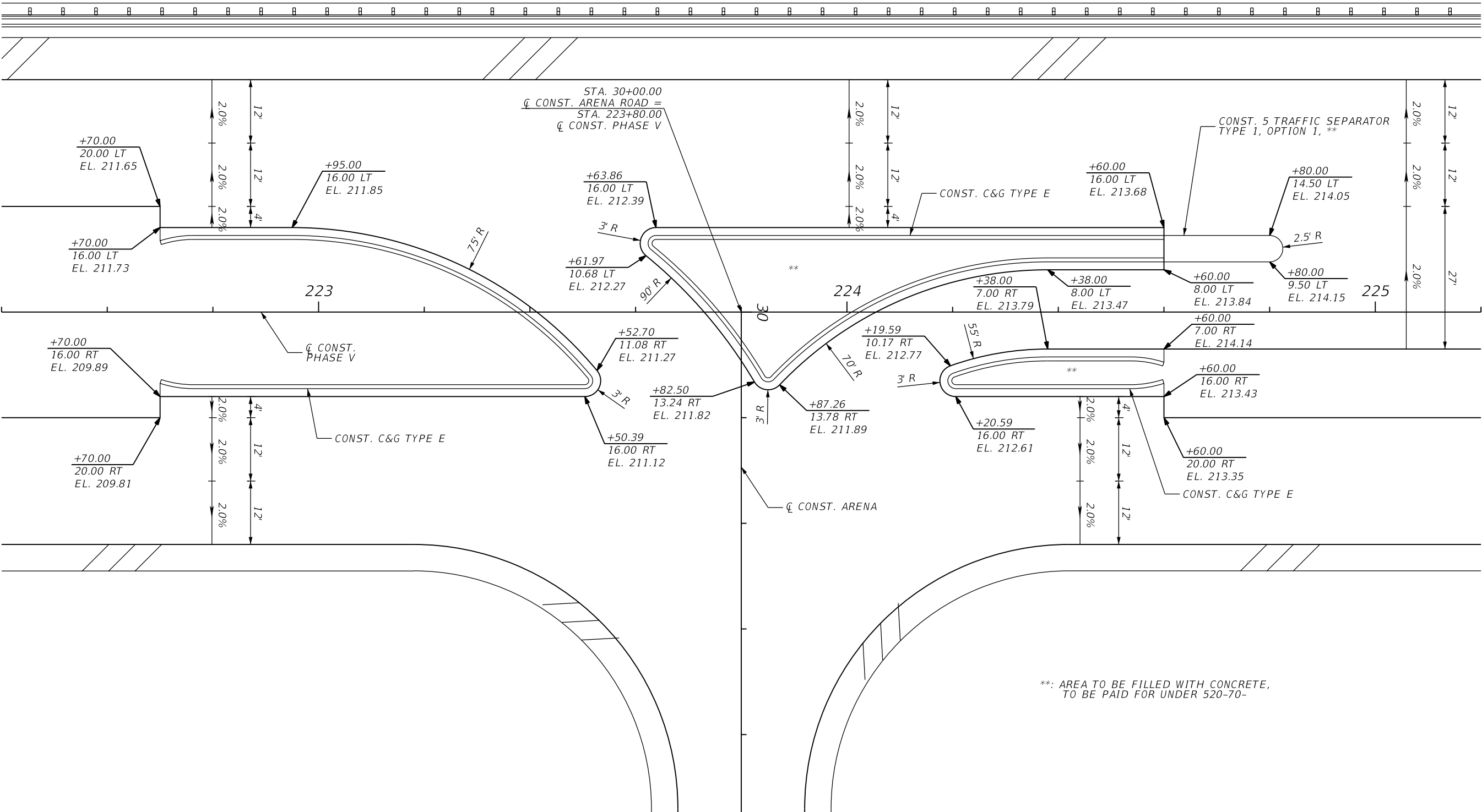
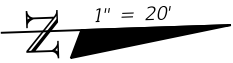
ROADWAY PLAN-PROFILE

SHEET NO.
57

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

DESIGN SPEED
PHASE V = 55 MPH
ARENA ROAD = 30 MPH

LEGEND
XX.XX = PAVEMENT ELEVATION



**: AREA TO BE FILLED WITH CONCRETE,
TO BE PAID FOR UNDER 520-70-

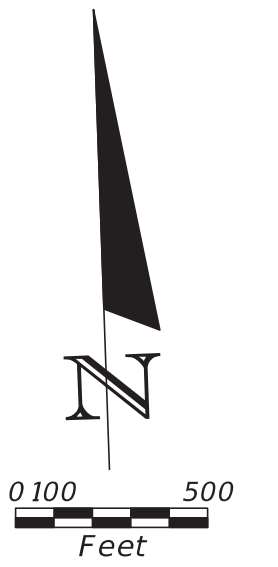
REVISIONS				Michael B. Collins, P.E. P.E. LICENSE NUMBER 68603 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-5945	 OKALOOSA COUNTY	INTERSECTION LA YOUT/DETAIL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				92

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

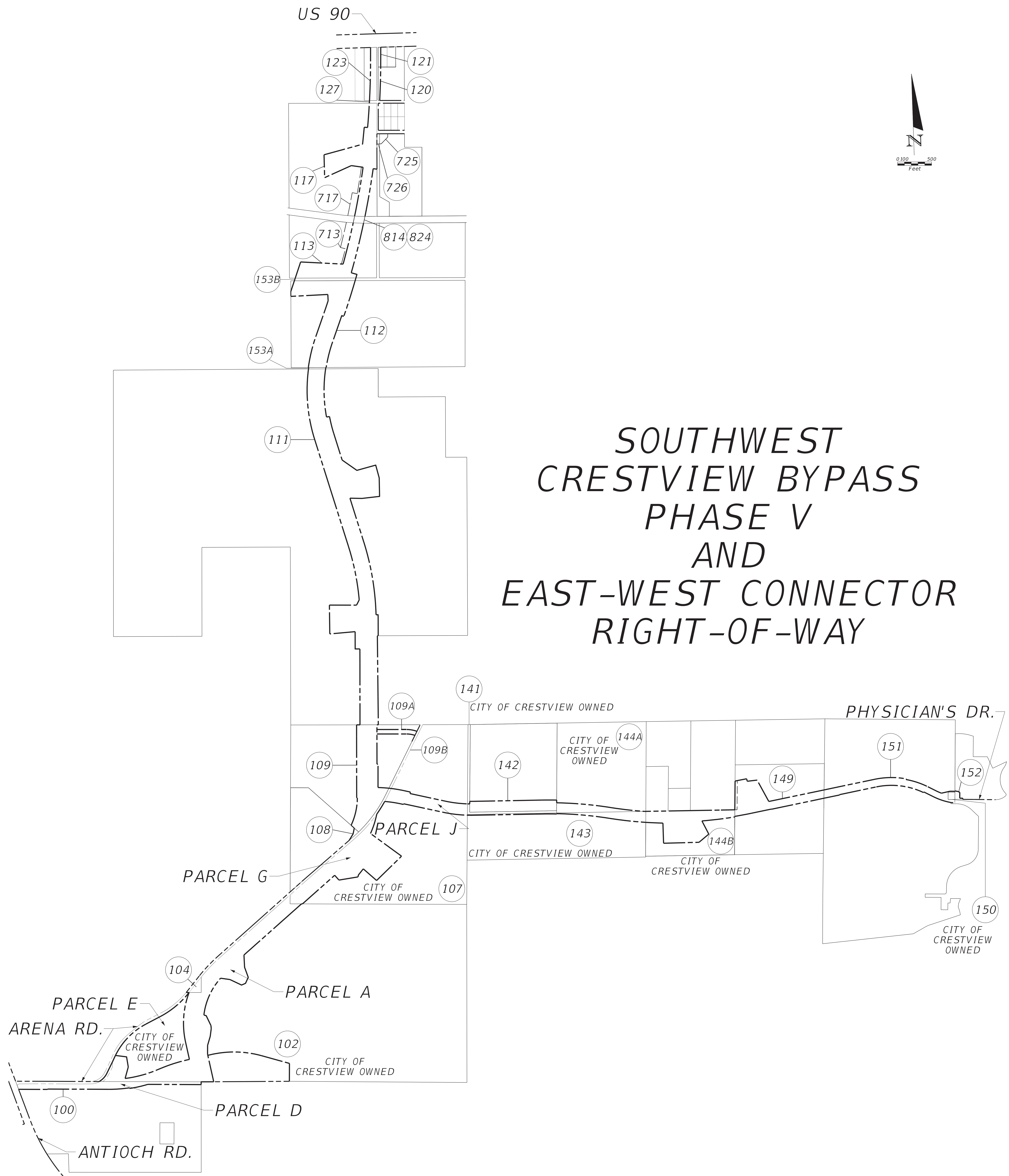
Attachment “G”

Graphics of Parcels (For Informational Purposes Only)

US 90



SOUTHWEST CRESTVIEW BYPASS PHASE V AND EAST-WEST CONNECTOR RIGHT-OF-WAY



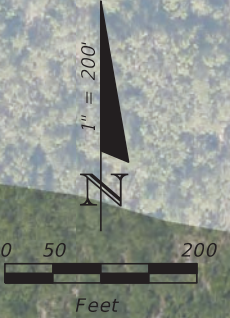
SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR

GRAPHIC
PARCEL 141

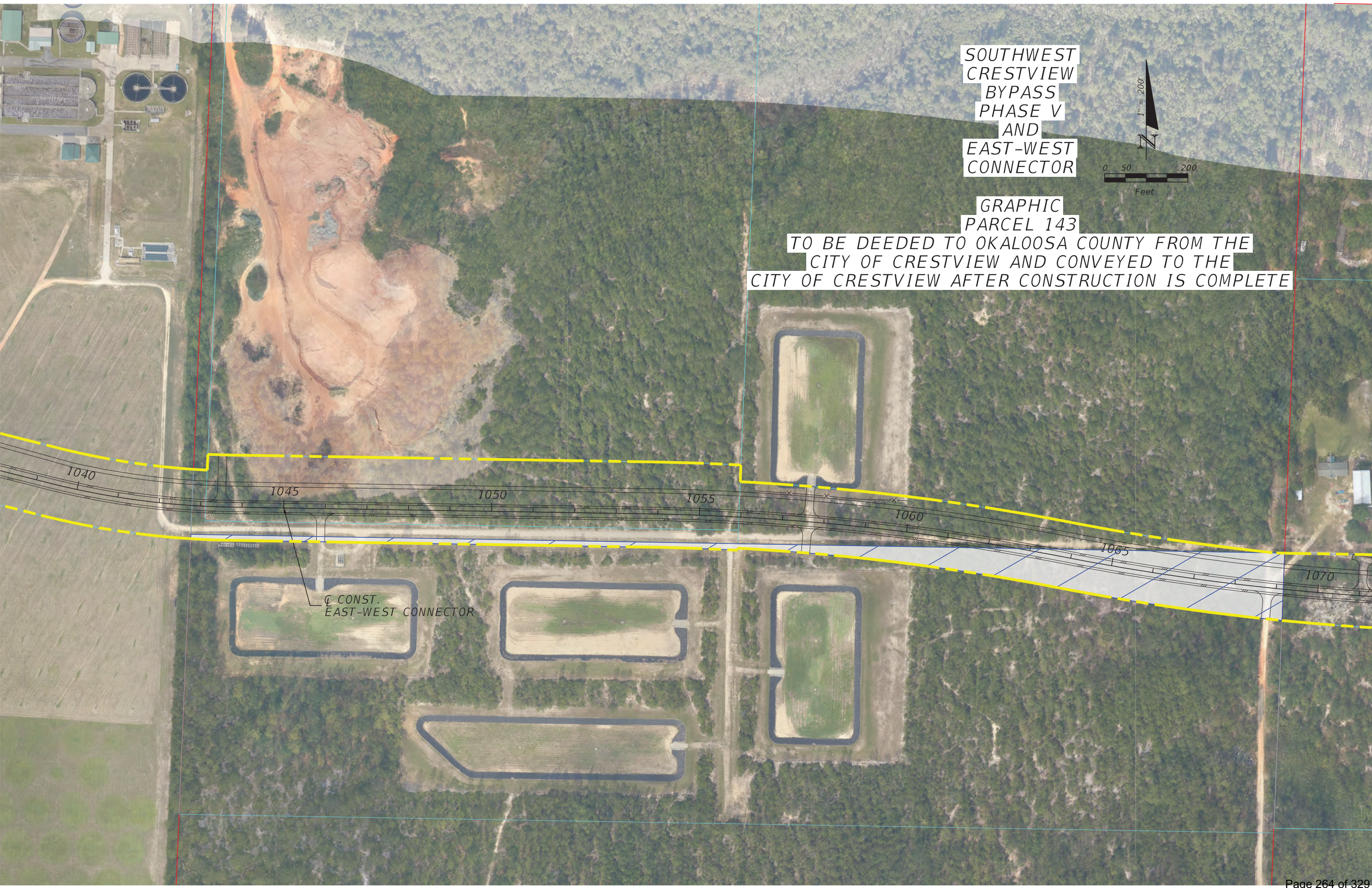
TO BE DEEDED TO OKALOOSA COUNTY FROM THE
CITY OF CRESTVIEW AND CONVEYED TO THE
CITY OF CRESTVIEW AFTER CONSTRUCTION IS COMPLETE



SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR



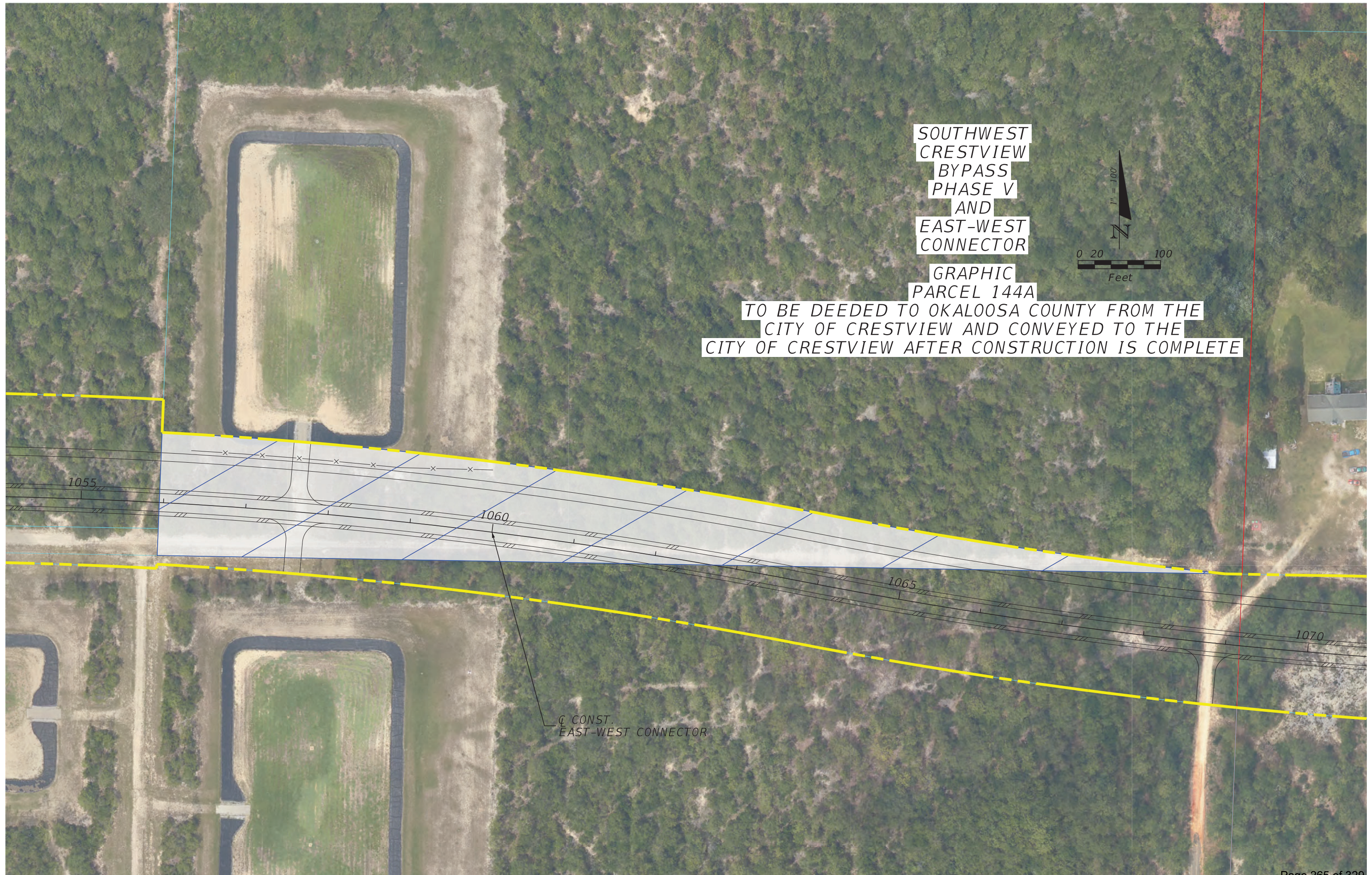
GRAPHIC
PARCEL 143
TO BE DEEDED TO OKALOOSA COUNTY FROM THE
CITY OF CRESTVIEW AND CONVEYED TO THE
CITY OF CRESTVIEW AFTER CONSTRUCTION IS COMPLETE



SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR

GRAPHIC
PARCEL 144A

TO BE DEEDED TO OKALOOSA COUNTY FROM THE
CITY OF CRESTVIEW AND CONVEYED TO THE
CITY OF CRESTVIEW AFTER CONSTRUCTION IS COMPLETE



SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR

GRAPHIC
PARCEL 144B

TO BE DEEDED TO OKALOOSA COUNTY FROM THE
CITY OF CRESTVIEW AND CONVEYED TO THE
CITY OF CRESTVIEW AFTER CONSTRUCTION IS COMPLETE



1070

1075

1080

CONST.
EAST-WEST CONNECTOR

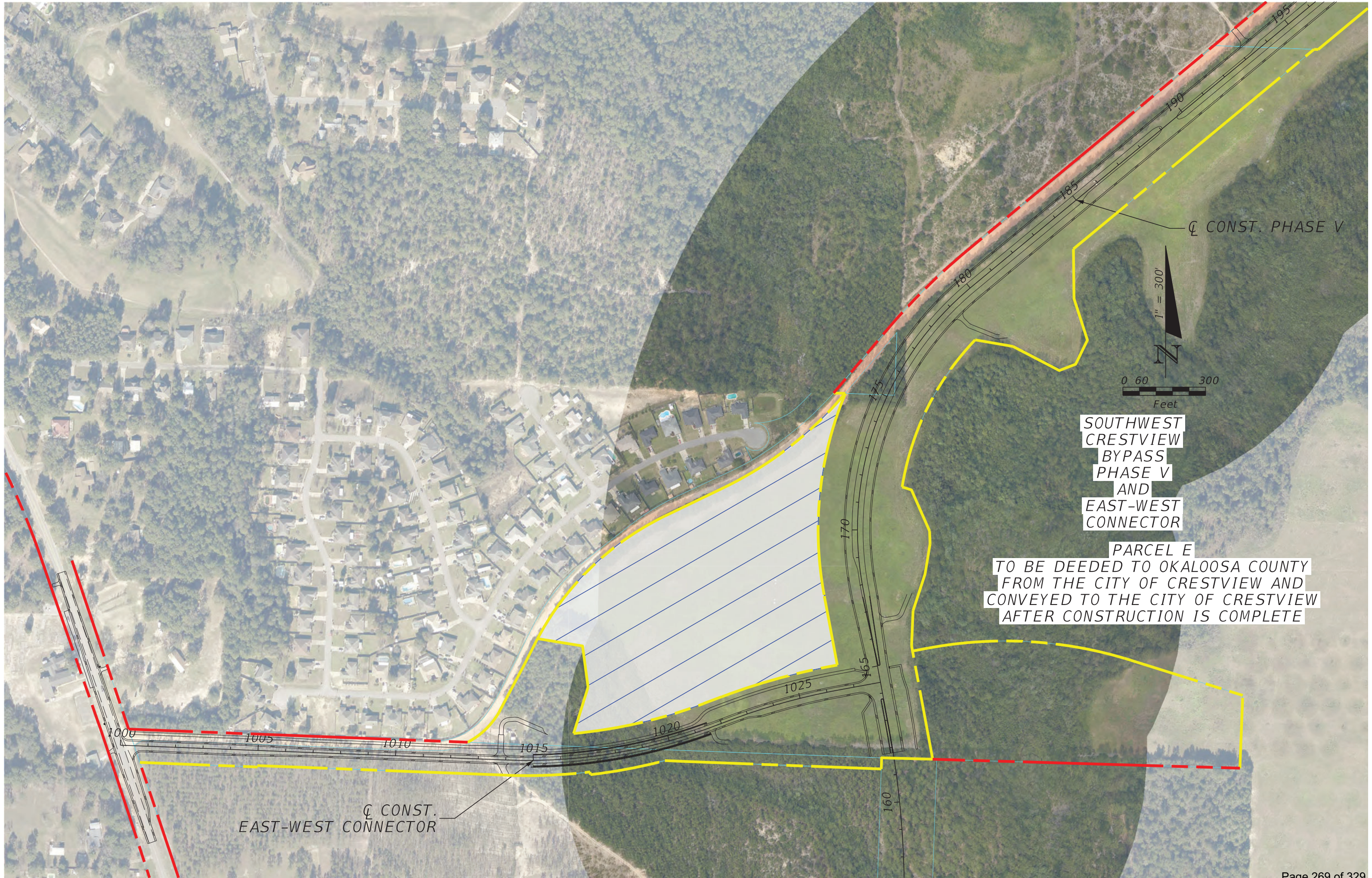


SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR

GRAPHIC
PARCEL 150
TO BE DEEDED TO
OKALOOSA COUNTY FROM
THE CITY OF CRESTVIEW
AND CONVEYED TO THE
CITY OF CRESTVIEW AFTER
CONSTRUCTION IS COMPLETE









0 60 300
Feet

SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR

CL CONST. PHASE V

PARCEL G
(PARCEL 107)
TO BE DEEDED TO OKALOOSA COUNTY
FROM THE CITY OF CRESTVIEW

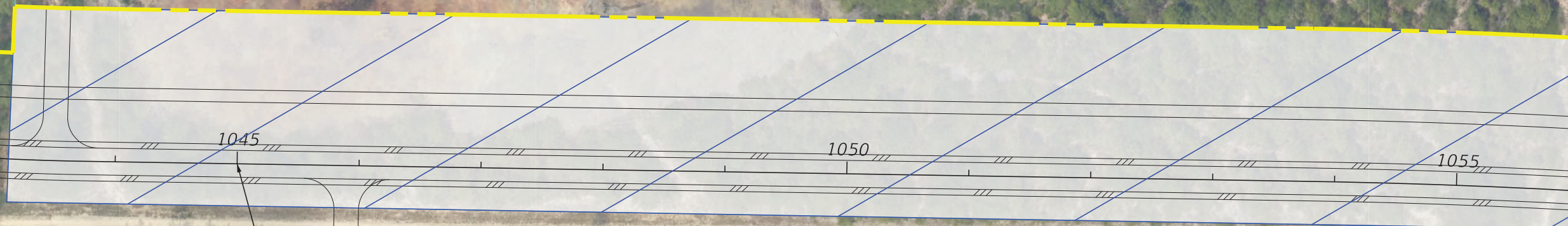
CL CONST.
EAST-WEST CONNECTOR



SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR

GRAPHIC
PARCEL 142

TO BE ACQUIRED BY OKALOOSA COUNTY AND
CONVEYED TO THE CITY OF CRESTVIEW
AFTER CONSTRUCTION IS COMPLETE



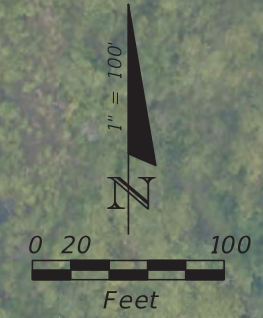
CONST.
EAST-WEST CONNECTOR



SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR

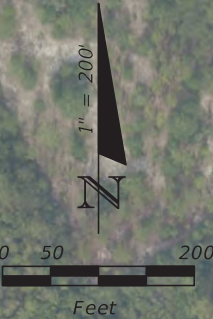
GRAPHIC
PARCEL 149

TO BE ACQUIRED BY OKALOOSA COUNTY AND
CONVEYED TO THE CITY OF CRESTVIEW
AFTER CONSTRUCTION IS COMPLETE



CONST.
EAST-WEST CONNECTOR

SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR



GRAPHIC
PARCEL 151
TO BE ACQUIRED BY OKALOOSA COUNTY AND
CONVEYED TO THE CITY OF CRESTVIEW
AFTER CONSTRUCTION IS COMPLETE



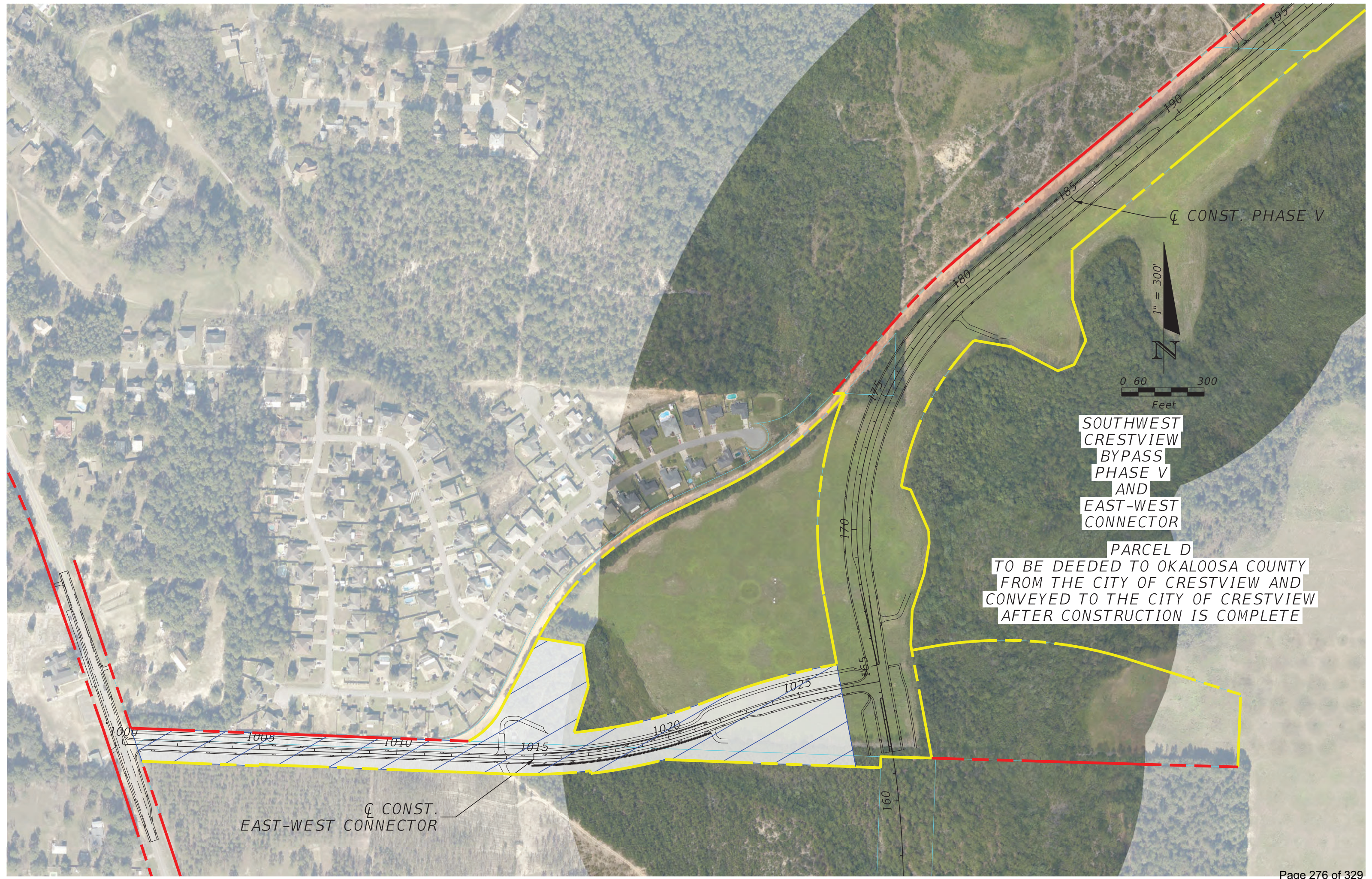


SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR

GRAPHIC
PARCEL 152

TO BE ACQUIRED BY OKALOOSA COUNTY AND
CONVEYED TO THE CITY OF CRESTVIEW
AFTER CONSTRUCTION IS COMPLETE





CL CONST.
EAST-WEST CONNECTOR

SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR

PARCEL D
TO BE DEEDED TO OKALOOSA COUNTY
FROM THE CITY OF CRESTVIEW AND
CONVEYED TO THE CITY OF CRESTVIEW
AFTER CONSTRUCTION IS COMPLETE



SOUTHWEST
CRESTVIEW
BYPASS
PHASE V
AND
EAST-WEST
CONNECTOR

CL CONST. PHASE V

PARCEL J
TO BE DEEDED TO OKALOOSA COUNTY
FROM THE CITY OF CRESTVIEW AND
CONVEYED TO THE CITY OF CRESTVIEW
AFTER CONSTRUCTION IS COMPLETE

CL CONST.
EAST-WEST CONNECTOR



Staff Report

CITY COUNCIL MEETING DATE: November 9, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, HR Specialist
DATE: 11/5/2020
SUBJECT: ITB Approval for Communications Servers

BACKGROUND:

In August 2020 the City entered into an agreement with SmartCop to provide computer aided dispatch software.

As a part of the agreement, the city was provided specifications for needed computer equipment including servers.

During the evaluation process it was determined that the city's current equipment is not sufficient and must be replaced.

Due to the cost of these devices a bid was required by policy.

DISCUSSION:

Bids were advertised as required and opened in the council chambers on October 29, 2020.

One bid was received from VTechio. See attachments for information.

The bid committee met on November 3 and determined that the bid received met the necessary specifications as required for smart copy.

The equipment as provided for in the attached bid will also provide additional safeguards against the loss of critical data by improving our disaster recovery system.

GOALS & OBJECTIVES

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

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

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

The replacement of equipment is an unbudgeted item and will therefore require a budget amendment.

The funding to support this purchase is available in the designated fund balance from Fire Department Reserve which currently has a balance of \$107,609.00.

RECOMMENDED ACTION

Staff respectfully requests the council accept the committee's recommendation.

Attachments

1. vTECH io Crestview RFP

vTECH io

**Bid for Servers, Licenses, and
Related Equipment**

*10/26/2020
City of Crestview*

Alex Charwin
Alex.Charwin@vtechio.com

2338 Immokalee Road, #151 Naples, FL 34110
850-982-1665

Table of Contents

Cover Page1

Table of Contents 2

Introduction 3

Company Profile 4

Why vTECH io 5

Additional Florida Public Data Center Customers 6

Proposal 7

vTECH io Line Card 12

Introduction

First and foremost, I would like to thank the City of Crestview for considering vTECH io as a potential partner for this project. A C.A.D software is essential in the operation and safety of a city and its citizens, so we at vTECH io fully appreciate the importance of the Data Center equipment that it is running on. Having also assisted in similar projects for other public entities across Florida, we know what it takes to make sure the deployment is smooth, structured, and completed as efficiently as possible.

In this RFP I will outline who vTECH io is as a company, what solution we, along with the SmartCOP and Crestview teams, have engineered, and why we are best suited to assist with the deployment. Our collective goal for this project is to not only allow for the seamless transition into SmartCOP, but also to utilize the best technology available to optimize and future proof the city's technological backbone. The solution proposed in this RFP will allow for faster speeds, failover capabilities, data growth, an IT backup strategy, easier infrastructure management, and much more.

I look forward to working together to achieve the goals of the City of Crestview!

Company Profile:

David and Donna Peterson are passionate about technology and building trustworthy relationships with clients.

When they were looking for an enterprise technology company in Florida, they just couldn't find one that had reliable, cutting-edge technology and a team that exhibited exceptional values.

They purchased vTECHio in 2001 to fulfill a need that the business community was lacking.

The Petersons were committed from the start and worked with their employees to create a set of core values that would help result in a win/win/win/win outcome no matter the technology being purchased.

That commitment allowed vTECH io to form over 700 ongoing relationships with clients in the State of Florida. With 27 employees, we can ensure that our partners work with the same team members from start to finish on all our projects. This agile team is built on an engineering backbone with over 100 years of combined IT Engineering experience, specializing in virtualized data center projects such as this one.

With our team living out The vTECH io Way, customers count on us to introduce fresh solutions to their business problems, installations, knowledge transfers, support, and managed services. With some of the brightest engineering resources in the USA, customers can get the job done with one individual responsible for white-board to knowledge transfer.

We have grown from humble beginnings, and we are ready to help you grow your company!

Local matters!

Our sales and engineering staff lives in Florida. We have one of the strongest technical presences in Florida, with nine engineers and technicians spread across the state. Our local presence means you see us more often, and we can respond faster with onsite support. Our remote engineering is handled out of Naples and Orlando, and your North FL Sales Rep operates out of Jacksonville FL!

Why vTECH io?

vTECH io has partnered directly with the City of Crestview IT Department and SmartCOP teams to put together a proposal that matches the request for this project. This quote was vetted by SmartCOP and has been confirmed as above and beyond their requirements for a virtualized data center. Having extensive experience in virtualized data centers, vTECH engineers were able to construct this proposal to create a data center designed for efficiency, security, and growth.

In addition, this proposal includes a full Disaster Recovery solution that will allow the City of Crestview to backup its data and restore it safely in the case of an emergency. Given the prevalence of cyber security threats in today's world and hurricanes in FL, it is essential to have a vetted and purpose-built disaster recovery plan.

Finally, vTECH io has included a 60-hour block of time with our expert level engineering team to be used at the discretion of the city. We prefer the "block of time" method to a S.O.W. because it allows our engineers to be flexible with the services provided without having to rely on change orders for anything not originally defined in the scope. The city is free to determine how the time is used, but due to the nature of the project, our engineering team has recommended it be put toward: Installation of the hardware, configuration of the virtual environment and SmartCOP network, and training on the new network.

vTECH io has partnered with Dell Technologies to provide access to the best technology as well as a local "boots on the ground" presence to customers. This partnership facilitates stronger customer relationships and greater total value. Our hope is that this project will demonstrate how much of a positive impact a strong technology backbone can have on a city!

The proposal and cost are outlined in full detail below, please note the inclusion of:

- **2x – PowerEdge R640 Hosts**
- **VMware vSphere 7 Essentials Plus Kit for 3 Hosts for Virtualization (5yr)**
- **1x – ME4042 Primary Storage Array**
- **1x – ME4012 Backup Storage Array**
- **Veeam Backup and Recovery Licensing**
- **Windows Server® 2019 Standard Edition, SQL Licenses, and Microsoft CALs**
- **3 year – Dell ProSupport Services**
- **60 Hours of vTECH io Services**

Additional Florida Public Data Center Customers:

1. **City of Fort Walton Beach**
2. **Baker County Sheriff**
3. **Lake City Florida**
4. **Jackson County Sheriff**
5. **Columbia County Sheriff**
6. **City of Marianna**
7. **City of Panama City Beach**
8. **Suwannee County Water Management District**



2338 Immokalee Rd. #151
Naples, FL 34110
Phone: (239) 514-2888
Fax: (239) 236-2232
www.vTECHio.com

PROPOSAL

CAWQ18473

Oct 26, 2020

Prepared For:

City of Crestview
Cesar Damiani
321 W. Woodruff Ave
Crestview, FL 32536
United States

Phone (850) 533-4828
Fax

Presented By:

Alex Charwin
alex.charwin@vtechio.com
850-982-1665

To accept this proposal, sign here and return:

Date: _____

Customer Purchase Order Number: _____

Here is the quote you requested.

Terms: Net 30 Days

Description	Unit Price	Qty	Ext. Price
■ StarTech.com 10 ft Green Cat6 / Cat 6 Molded Patch Cable 10ft - patch cable - 10 ft - green	\$4.14	30	\$124.20
■ Dell EMC ME4012 Storage Array	\$10,064.16	1	\$10,064.16
Dell EMC ME4012 Storage Array 10Gb iSCSI BaseT 8 Port Dual Controller Rack Rails 2U ME4 2U Bezel Power Supply, 580W, Redundant Dell EMC ME4012 Shipping ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Years ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years Dell Hardware Limited Warranty Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 On-Site Installation Declined US Order (6) 4TB 7.2K RPM NLSAS 512n 3.5in Hot-plug Hard Drive (6) Hard Drive Blank Filler 3.5 Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam, North Marianas, Philippines, Samoa) Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam, North Marianas, Philippines, Samoa)			
■ Dell EMC ME4024 Storage Array	\$19,882.16	1	\$19,882.16
Dell EMC ME4024 Storage Array 10Gb iSCSI BaseT 8 Port Dual Controller Rack Rails 2U ME4 2U Bezel			

Description	Unit Price	Qty	Ext. Price
Power Supply, 580W, Redundant Dell EMC ME4024 Shipping ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years ProSupport Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years Dell Hardware Limited Warranty Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 On-Site Installation Declined US Order (7) 1.92TB SSD SAS Read Intensive 12Gbps 512 2.5in Hot-plug AG Drive (17) Hard Drive Filler 2.5in, single blank Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam, North Marianas, Philippines, Samoa) Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam, North Marianas, Philippines, Samoa)			
Dell EMC Switch S4128T-ON	\$6,309.19	2	\$12,618.38
Dell EMC Switch S4128T-ON, 1U, 28 x 10Gbase-T, 2 x QSFP28, IO to PSU, 2 PSU, OS10 OS10 Enterprise S4128T-ON US Order Dell EMC Networking S4100-ON Americas User Guide Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 Info 3rd Party Software Warranty provided by Vendor On-Site Installation Declined Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 Dell Networking Cable 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 1 Meter			
PowerEdge R640 - With Windows and SQL	\$26,286.39	1	\$26,286.39
PowerEdge R640 Server PowerEdge R640 MLK Motherboard No Trusted Platform Module No Hard Drive, No Backplane chassis PowerEdge R640 Shipping PowerEdge R640 x8 Drive Shipping Material			

Description	Unit Price	Qty	Ext. Price
PowerEdge R640 CE, CCC, BIS Marking			
Intel Xeon Gold 5215 2.5G, 10C/20T, 10.4GT/s, 13.75M Cache, Turbo, HT (85W) DDR4-2666			
Intel Xeon Gold 5215 2.5G, 10C/20T, 10.4GT/s, 13.75M Cache, Turbo, HT (85W) DDR4-2666			
Additional Processor Selected			
DIMM Blanks for System with 2 Processors			
Standard 1U Heatsink			
Standard 1U Heatsink			
3200MT/s RDIMMs			
Performance Optimized			
Diskless Configuration (No RAID, No Controller)			
No Controller			
No Hard Drive			
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP			
VMware ESXi 7.0 Embedded Image on BOSS (License Not Included)			
Windows Server 2019 Standard,16CORE,Digitally Fulfilled Recovery Image, Multi Language			
Windows Server 2019 Standard,16CORE,Secondary OS,Media Kit, Multi Language			
Windows Server 2019 Standard,No Media,WS2012R2 Std Downgrade DF Media, Multi Language			
Windows Server 2019 Standard,No Media,WS2016 Std Downgrade DF Media, Multi Language			
Windows Server 2019 Standard,No Media,WS2016 STD Downgrade Media, Multi Language			
iDRAC9,Enterprise			
iDRAC Group Manager, Enabled			
iDRAC,Legacy Password			
iDRAC Service Module (ISM), NOT Installed			
Riser Config 2, 3x16 LP			
Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC			
No Internal Optical Drive for x4 and x8 HDD Chassis			
8 Standard Fans for R640			
Dual, Hot-plug, Redundant Power Supply (1+1), 750W			
LCD Bezel			
Dell EMC Luggage Tag			
Quick Sync 2 (At-the-box mgmt)			
Performance BIOS Settings			
UEFI BIOS Boot Mode with GPT Partition			
ReadyRails Sliding Rails With Cable Management Arm			
No Systems Documentation, No OpenManage DVD Kit			
Windows Server 2019 Standard Edition,Secondary OS, No MEDIA, 16 CORE			
Microsoft SQL Server 2019 Standard,OEM, Includes 5 USER CALs, NFI with SQL2017/2016 DWGD Media			

Description	Unit Price	Qty	Ext. Price
US Order			
Basic Next Business Day 36 Months			
ProSupport and Next Business Day Onsite Service Initial, 36 Month(s)			
On-Site Installation Declined			
(6) 32GB RDIMM, 3200MT/s, Dual Rank			
(2) Windows Server® 2019 Standard Edition, Add License,2CORE,NO MEDIA/KEY			
(15) Microsoft SQL Server 2019 Standard, 5 USER CALs Only OEM, No Media, NFI			
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile			
(2) C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America			
PowerEdge R640 - with Windows Licensing	\$20,431.19	1	\$20,431.19
PowerEdge R640 Server			
PowerEdge R640 MLK Motherboard			
No Trusted Platform Module			
No Hard Drive, No Backplane chassis			
PowerEdge R640 Shipping			
PowerEdge R640 x8 Drive Shipping Material			
PowerEdge R640 CE, CCC, BIS Marking			
Intel Xeon Gold 5215 2.5G, 10C/20T, 10.4GT/s, 13.75M Cache, Turbo, HT (85W) DDR4-2666			
Intel Xeon Gold 5215 2.5G, 10C/20T, 10.4GT/s, 13.75M Cache, Turbo, HT (85W) DDR4-2666			
Additional Processor Selected			
DIMM Blanks for System with 2 Processors			
Standard 1U Heatsink			
Standard 1U Heatsink			
3200MT/s RDIMMs			
Performance Optimized			
Diskless Configuration (No RAID, No Controller)			
No Controller			
No Hard Drive			
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP			
VMware ESXi 7.0 Embedded Image on BOSS (License Not Included)			
Windows Server 2019 Standard,16CORE,Digitally Fulfilled Recovery Image, Multi Language			
Windows Server 2019 Standard,16CORE,Secondary OS,Media Kit, Multi Language			
Windows Server 2019 Standard,No Media,WS2012R2 Std Downgrade DF Media, Multi Language			
Windows Server 2019 Standard,No Media,WS2016 Std Downgrade DF Media, Multi Language			
Windows Server 2019 Standard,No Media,WS2016 STD Downgrade Media, Multi Language			
iDRAC9,Enterprise			
iDRAC Group Manager, Enabled			

Description	Unit Price	Qty	Ext. Price
iDRAC,Legacy Password			
iDRAC Service Module (ISM), NOT Installed			
Riser Config 2, 3x16 LP			
Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC			
No Internal Optical Drive for x4 and x8 HDD Chassis			
8 Standard Fans for R640			
Dual, Hot-plug, Redundant Power Supply (1+1), 750W			
LCD Bezel			
Dell EMC Luggage Tag			
Quick Sync 2 (At-the-box mgmt)			
Performance BIOS Settings			
UEFI BIOS Boot Mode with GPT Partition			
ReadyRails Sliding Rails With Cable Management Arm			
No Systems Documentation, No OpenManage DVD Kit			
Windows Server 2019 Standard Edition,Secondary OS, No MEDIA, 16 CORE			
US Order			
Basic Next Business Day 36 Months			
ProSupport and Next Business Day Onsite Service Initial, 36 Month(s)			
On-Site Installation Declined			
(6) 32GB RDIMM, 3200MT/s, Dual Rank			
(4) Windows Server® 2019 Standard Edition, Add License,2CORE,NO MEDIA/KEY			
Windows Server® 2019 Standard Edition, Add License,16CORE,NO MEDIA/KEY			
(3) 10-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)			
50-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)			
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile			
(2) C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America			
VMware vSphere 7 Essentials Plus Kit for 3 hosts (Max 2 CPU per host, 32 cores/CPU),5 YR Lic and Sub			
Veeam 10 Instances	\$4,000.00	1	\$4,000.00

NASPO ValuePoint 17AHC C000000007982 WN08AGW TRP Seminole 26AHI
C000000007806 53AHF

Your investment in addition to the Grand Total:		Subtotal	\$93,406.48
\$0.00 Billed Monthly		Tax	\$0.00
\$0.00 Billed Quarterly		Shipping	\$0.00
\$0.00 Billed Annually		Grand Total	\$93,406.48



vTECH io LINE CARD

Alex Charwin

REGIONAL ACCOUNT EXECUTIVE

✉ Alex.Charwin@vtechio.com

☎ 850-982-1665

Backup and Recovery

- DellEMC Data Domain/IDPA
- Rapid Recovery
- VEEAM

Camera/Access Control

- Avigilon
- Forti-Camera
- Dell Intellisite
- Perfect Prime Handheld

Desktops/Laptops/AV/Peripherals

- Alienware
- Microsoft Surface
- Ergotron
- Planar Systems
- Dell
- Plantronics
- HP
- Samsung
- InFocus
- Targus
- Lenovo
- Tripp Lite
- Logitech
- Western Digital

Firewall

- Fortinet
- Palo Alto
- pfSense
- SonicWall
- ZScaler

Hyper-Converged/Converged

- FX2
- VMware/VSAN Ready Nodes
- vXRail

Microsoft

- Azure
- Windows
- Office/365

Mobile Device Management

- VMware AirWatch

Networking

- DellEMC N-Series
- DellEMC S-Series

Quest Software

- Change Auditor
- KACE
- Rapid Recovery
- FogLight
- One Identity

Servers

- DellEMC PowerEdge

Storage

- Compellent (SC Series)
- Unity
- Isilon
- VBlock
- PowerMax
- VMAX
- PowerStore
- Xtreme IO
- PowerScale

SD-WAN

- Fortinet SD-WAN
- VeloCloud

Telephony

- FortiVoice
- Mitel (Cloud and On Premise)

Virtualization

- Citrix
- VMware
- Hyper-V

Wireless

- Aerohive/Extreme
- GoZone WiFi/Analytics
- Ruckus
- Ubiquiti

www.vTECHio.com

vTECH io CORE VALUES

Gr

GOLDEN RULE

We balance the needs and interests of our customers, our employees, and the company seeking a win, win, win, outcome that is equitable to all. We promote high ethical standards and keep our promises.

Tr

TRANSPARENCY

We believe that transparency with our customers, employees, and manufacturer will evidence our honesty and humility, leaving each party with no question regarding our sincere alignment with their mutual interests.

Ap

A PLAYERS

Team members challenge themselves to become the "A Player" they are called to be. We seek to mold our team into an easily recognizable All-Star team of "A Players". We choose to add personnel who can quickly become a part of our "A Team".

Fi

FINISH

We finish what we begin. We communicate the completion with appropriate stakeholders.

Pa

PASSION

We are Passionate about our products and services. We possess a Passion to increase our knowledge, skill level, and professionalism. We are Passionate in our desire to increase our value to each customer and their increasing success.



DELL Technologies
PLATINUM PARTNER



Staff Report

CITY COUNCIL MEETING DATE: November 9, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 11/5/2020
SUBJECT: Request to purchase 475 Brookmeade Drive

BACKGROUND:

The development of subdivisions on Redstone has created a need for traffic improvements at the intersection of Redstone and Brookmeade Dr.

As a condition of approval for Redstone Commons, the developer was required to design a round-a-bout to improve the flow of traffic prior to the completion of the final phase.

DISCUSSION:

The City recently purchased a new ladder truck for Fire Station 3. With this purchase, and further investigation of the traffic issues staff has determined that a round-a-bout may not be the best option for the intersection.

Following discussions with the developer and staff, it was decided that a realignment of Brookmeade Dr. and the installation of a traffic light will better serve the traffic needs.

Staff worked with the City attorney to secure an appraisal of the property.

Following the receipt of the appraisal, the City Manager met with the property owner to discuss the potential sale. The property appraised at \$430,000.00.

The property owner agreed to sell the property to the City for \$400,000.00.

Staff intends to purchase the property, make the necessary road improvements, and then sell the remaining property.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The sale price of the property will be \$400,000.00. The agreement requires the City to pay all closing costs.

The funding for this purchase will come from designated reserves, traffic impact fees or residual funding from 1/2 surtax revenues.

This purchase will not negatively impact the current year budget.

RECOMMENDED ACTION

Staff respectfully requests City Council approval to purchase the property for \$400,000 plus closing costs using the funding sources identified above.

Staff further requests City Council approval for the Mayor and City Manager to execute any and all necessary documentation related to this purchase.

Attachments

1. Brookmeade & Redstone Ave
2. Contract to purchase
3. Brookmeade property map

FROM: Teel & Waters Real Estate Co, Inc. (850) 682-6156 499 N Ferdon Blvd Crestview, FL 32536-2729 Telephone Number: (850) 585-8755Fax Number: (850) 682-3321 TO: Jon Holloway Jonathan Holloway, P.A. 420 E. Pine Avenue Crestview, FL 32539 E-Mail: brandi@okaloosalaw.com Telephone Number:Fax Number: Alternate Number:			INVOICE INVOICE NUMBER 20-131 DATES Invoice Date:10/9/2020 Due Date: REFERENCE Internal Order #: Lender Case #: Client File #: FHA/VA Case #: Main File # on form:20-131 Other File # on form: Federal Tax ID: Employer ID:	
DESCRIPTION				
Lender:City of Crestview		Client:Jonathan Holloway, P.A.		
Purchaser/Borrower:N/A				
Property Address:Brookmeade & Redstone Ave				
City:Crestview				
County:Okaloosa		State:FL		Zip:32539
Legal Description:M&B in Sect. 28 T3N-R23W, (see legal)				
FEES				AMOUNT
Land Form Appraisal Report				1,000.00
SUBTOTAL				1,000.00
PAYMENTS				AMOUNT
Check #:	Date:	Description:		
Check #:	Date:	Description:		
Check #:	Date:	Description:		
SUBTOTAL				
TOTAL DUE				\$1,000.00

APPRAISAL OF REAL PROPERTY

LOCATED AT:

Brookmeade & Redstone Ave
M&B in Sect. 28 T3N-R23W, (see legal)
Crestview, FL 32539

FOR:

City of Crestview
P.O. Drawer 1209
Crestview, FL 32536

AS OF:

October 8, 2020

BY:

Randy G. Bracewell
State-Certified General Real Estate Appraiser
RZ589

LAND APPRAISAL REPORT

File No. 20-131

SUBJECT	Borrower <u>N/A</u>		Census Tract <u>0207.00</u>		Map Reference <u>Okaloosa</u>				
	Property Address <u>Brookmeade & Redstone Ave</u>								
	City <u>Crestview</u>		County <u>Okaloosa</u>		State <u>FL</u> Zip Code <u>32539</u>				
	Legal Description <u>M&B in Sect. 28 T3N-R23W, (see legal)</u>								
	Sale Price \$ <u>N/A</u>		Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs.	Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD				
NEIGHBORHOOD	Actual Real Estate Taxes \$ _____ (yr)		Loan charges to be paid by seller \$ <u>N/A</u>		Other sales concessions <u>N/A</u>				
	Lender/Client <u>City of Crestview</u>		Address <u>P.O. Drawer 1209, Crestview, FL 32536</u>						
	Occupant <u>vacant</u>		Appraiser <u>Randy G. Bracewell</u>		Instructions to Appraiser <u>Estimate Fee Simple Value</u>				
	Location ☒ Urban ☐ Suburban ☐ Rural		Good Avg. Fair Poor						
	Built Up ☐ Over 75% ☒ 25% to 75% ☐ Under 25%		Employment Stability ☐ ☒ ☐ ☐						
SITE	Growth Rate ☐ Fully Dev. ☐ Rapid ☐ Steady ☒ Slow		Convenience to Employment ☐ ☒ ☐ ☐						
	Property Values ☒ Increasing ☐ Stable ☐ Declining		Convenience to Shopping ☐ ☒ ☐ ☐						
	Demand/Supply ☐ Shortage ☒ In Balance ☐ Oversupply		Convenience to Schools ☐ ☒ ☐ ☐						
	Marketing Time ☐ Under 3 Mos. ☐ 4-6 Mos. ☒ Over 6 Mos.		Adequacy of Public Transportation ☐ ☒ ☐ ☐						
	Present <u>60</u> % One-Unit <u>0</u> % 2-4 Unit _____ % Apts. <u>0</u> % Condo <u>0</u> % Commercial		Recreational Facilities ☐ ☒ ☐ ☐						
	Land Use <u>0</u> % Industrial <u>40</u> % Vacant _____ %		Adequacy of Utilities ☐ ☒ ☐ ☐						
	Change in Present ☐ Not Likely ☒ Likely (*) ☐ Taking Place (*)		Property Compatibility ☐ ☒ ☐ ☐						
	Land Use (*) From <u>vacant</u> To <u>mixed use</u>		Protection from Detrimental Conditions ☐ ☒ ☐ ☐						
	Predominant Occupancy ☒ Owner ☐ Tenant <u>5</u> % Vacant		Police and Fire Protection ☐ ☒ ☐ ☐						
	One-Unit Price Range \$ <u>100,000</u> to \$ <u>1,000,000+</u>		Predominant Value \$ <u>200,000+</u>						
	One-Unit Age Range <u>new</u> yrs. to <u>60+</u> yrs.		Predominant Age <u>35+</u> yrs.						
	Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)		The general neighborhood is the southern sector of Crestview, lying inside the City limits. This is a urban/mixed use neighborhood originally developed over 50+ years ago. This is now a major residential/commercial business area with appeal to local and some national businesses. (see maps).						
	Dimensions <u>See attached site maps (0.86 & 0.11+-ac)</u> = <u>0.97 +- ac</u> ☒ Corner Lot								
	Zoning Classification <u>MU -(Mixed Use, FLU-MU (Okaloosa County)</u> Present Improvements ☐ Do ☐ Do Not Conform to Zoning Regulations								
Highest and Best Use ☐ Present Use ☒ Other (specify) <u>new commercial development</u>									
Public Other (Describe) OFF SITE IMPROVEMENTS									
Elec. ☒ Street Access ☒ Public ☐ Private									
Gas ☐ Surface <u>paved</u>									
Water ☒ Maintenance ☒ Public ☐ Private									
San. Sewer ☒ ☐ Storm Sewer ☐ Curb/Gutter									
☐ Underground Elect. & Tel. ☐ Sidewalk ☐ Street Lights									
Topo <u>Flat terrain with small slope, at street grade</u>									
Size <u>0.97+-ac, per tax cards, subject to new survey</u>									
Shape <u>Basically Rectangular (see maps)</u>									
View <u>Typical</u>									
Drainage <u>Adequate for Normal Rainfall</u>									
Is the property located in a FEMA Special Flood Hazard Area? ☐ Yes ☒ No									
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) The majority of the site has been cleared. A portion of the site is improved with a single family house, which still contributes value. The tax card indicate living area at 1,605+-SF. The actual age is 59+- years (1961 per tax card) The site has a natural slope from street grade. (see photos). The site is located across the street from the hospital. The site has a corner influence, being consistent to other developed tracts in the area.									
The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.									
MARKET DATA ANALYSIS									
ITEM		SUBJECT PROPERTY		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address <u>Brookmeade & Redstone Ave</u> <u>Crestview, FL 32539</u>		<u>. W. Redstone Ave</u> <u>Crestview, FL 32536</u>		<u>N. Brett & Ferdon</u> <u>Crestview, FL 32539</u>		<u>S. Ferdon & S. Wilson</u> <u>Crestview, FL 32536</u>			
Proximity to Subject		<u>0.51 miles W</u>		<u>1.68 miles NW</u>		<u>1.32 miles NW</u>			
Sales Price		\$ <u>N/A</u>		\$ <u>2.80/SF</u>		\$ <u>6.70/SF</u>		\$ <u>13.63/SF</u>	
Price \$/SF		\$ _____		\$ <u>375,000</u>		\$ <u>251,100</u>		\$ <u>475,000</u>	
Data Source(s)		<u>Inspection</u>		<u>Inspection</u>		<u>MLS822439, Bk. 3413 pg. 4312</u>		<u>Bk. 3489 pg. 2927</u>	
ITEM		DESCRIPTION		DESCRIPTION +(-)\$ Adjust.		DESCRIPTION +(-)\$ Adjust.		DESCRIPTION +(-)\$ Adjust.	
Date of Sale/Time Adj.		<u>Current</u>		<u>02/2017</u>		<u>08/2019</u>		<u>08/2020</u>	
Location		<u>S. Crestview</u>		<u>S. Crest, avg.</u>		<u>C. Crest, inf.</u>		<u>S. Crestview, sim.</u>	
Site/View		<u>est. site, wd</u>		<u>cleared,</u>		<u>wood, inf.</u>		<u>cleared, sup.</u>	
Site Area		<u>0.97 ac, total</u>		<u>3.08+- ac. gd</u>		<u>0.86+- ac, 5-lots</u>		<u>0.80+- ac</u>	
Road Frontage		<u>Paved, 2-good</u>		<u>Paved, good</u>		<u>Paved 3+ sts.</u>		<u>Paved, 3-roads</u>	
Other		<u>old house</u>		<u>none</u>		<u>none</u>		<u>old utilities</u>	
				<u>(United/Alabata))</u>		<u>(Casey)</u>		<u>(Grimes Properties)</u>	
Sales or Financing		<u>N/A</u>		<u>None</u>		<u>adjoining land-</u>		<u>none</u>	
Concessions		<u>N/A</u>		<u>N/A</u>		<u>owner</u>			
Net Adj. (Total)				☐ + ☐ - \$ _____		☐ + ☐ - \$ _____		☐ + ☐ - \$ _____	
Indicated Value				<u>Net 0.0 %</u>		<u>Net %</u>		<u>Net %</u>	
of Subject				<u>Gross 0.0 % \$ 2.8</u>		<u>Gross % \$ 6.7</u>		<u>Gross % \$ 13.63</u>	
Comments on Market Data The above sales adequately reflect past & current values to be found in the current market. Each comparable is similar in at least one aspect to the subject property. Comp. #1 is a much older sale of a larger tract in the hospital district. Comp. #2 is a more recent sale with large amount of paved frontage but inferior location. Comp. #3 is an irregular shaped tract with frontage on 3- see next page.									
Comments and Conditions of Appraisal The property was inspected on October 8, 2020. The above sales adequately "Bracket" the current value range of the market. The subject property has both positive and more negative aspects, which complicates the valuation process. The above sales have a value range of \$3.00 to \$14.00 p/SF (rounded). The value range less high/low is \$3.00 to \$7.00 p/SF. The overall value range less high/low is \$250,000 to \$475,000.									
Final Reconciliation My opinion of value, based on the above sales and with knowledge of past & current trends of the market, is \$9.00 p/SF. A contribution value of \$50,000 is given to the house. Total value is estimated at \$430,271 (42,253+- SF (0.97+- ac.) @ \$9.00 p/SF + \$50,000) say \$430,000. A value range of 10% +/- is estimated for buyer-seller motivations.									
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF <u>October 8, 2020</u> TO BE \$ <u>430,000</u>									
Appraiser <u>Randy G. Bracewell</u>						Supervisory Appraiser (if applicable) _____			
Date of Signature and Report <u>10/09/2020</u>						Date of Signature _____			
Title _____						Title _____			
State Certification # _____ ST _____						State Certification # _____ ST _____			
Or State License # <u>RZ589</u> ST <u>FL</u>						Or State License # _____ ST _____			
Expiration Date of State Certification or License <u>11/30/2020</u>						Expiration Date of State Certification or License _____			
Date of Inspection (if applicable) <u>October 8, 2020</u>						☐ Did ☐ Did Not Inspect Property Date of Inspection _____			

ADDITIONAL COMPARABLE SALES

File No. 20-131

ITEM		SUBJECT PROPERTY		COMPARABLE NO. 4			COMPARABLE NO. 5			COMPARABLE NO. 6		
Address		Brookmeade & Redstone Ave Crestview, FL 32539		Redstone Ave Crestview, FL 32539			Brookmeade Dr. Crestview, FL 32539			Redstone Ave Crestview, FL 32539		
Proximity to Subject				0.05 miles E			0.11 miles NE			across street		
Sales Price		\$ N/A										
Price \$/SF		\$										
Data Source(s)		Inspection		MLS839710			MLS813956			MLS841467		
ITEM		DESCRIPTION		DESCRIPTION		+(–)\$ Adjust.	DESCRIPTION		+(–)\$ Adjust.	DESCRIPTION		+(–)\$ Adjust.
Date of Sale/Time Adj.		Current		Current Listing			Current Listing			Current Listing		
Location		S. Crestview		S. Crestview, sim			S. Crestview, sim.			S. Crestview, sim.		
Site/View		est. site, wd		wood, good.			wood, typical			wood, typical		
Site Area		0.97 ac, total		7.9 +- ac.			1.88+- ac, per MLS			2.97+- ac, per MLS		
Road Frontage		Paved, 2-good		Paved, very gd,			Paved, avg-good			Paved, avg-good		
Other		old house		none			none			None		
				(Adams)			(Foley)			(Foley)		
Sales or Financing Concessions		N/A N/A		current listing, prior under contract			C/L, over 1.5 yrs.			Current Listing		
Net Adj. (Total)				☐ + ☐ - \$			☐ + ☐ - \$			☐ + ☐ - \$		
Indicated Value of Subject				Net 0.0 % Gross 0.0 % \$		5.09	Net % Gross % \$		2.75	Net % Gross % \$		3.48
Comments on Market Data streets.This comp. also has a corner influence but inferior location.												
Comps #4 to #6 are all current listings located within eyesight of the subject property. These comparables all have no corner influence, which is considered inferior to the subject property.												

Supplemental Addendum

File No. 20-131

Owner	Dewrell, J La Don				
Property Address	Brookmeade & Redstone Ave				
City	Crestview	County	Okaloosa	State	FL Zip Code 32539
Client	Jonathan Holloway, P.A.				

• Land: Scope of the Appraisal

This Appraisal Report, which is intended to comply with the reporting requirements set forth under the standards Rule 2-2a of the USPAP. The Scope of the appraisal includes the exterior inspection of the subject property, collecting, verifying and analyzing pertinent data, considering marketing trends, developing an opinion of value of the subject property and communicating the findings in this Appraisal Report.

The Scope of this report is limited to the examination of comparable sales within the subject's market area and the data recorded herein is limited to that which, in the appraisers judgement, was found to be the most comparable. Additionally, only that data available to the appraiser within a reasonable period of research time has been considered. Reported data pertaining to the physical condition of the subject property is based on the appraiser's physical observation of the site.

Only the Sales Comparison Approach was used in this appraisal. There are no improvements, therefore, the Cost Approach is not used. Land in this market is typically sold rather than leased on a long term basis. Therefore, the Income Approach is not used. There are ample sales to provide an opinion of value.

• Land: Site Comments

The appraisers have examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraisers are not surveyors, they make no guarantees, expressed or implied, regarding this determination.

No survey was given to the appraiser many years ago. Any easements, encroachments, and exact parcel dimension will have to be determined by a new survey.

Adverse Environmental Conditions:

The value opinion in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substance or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

Digital Imagery Comments:

This appraisal has digital imagery throughout, which may or may not include photographs of the subject, photos of the comparables, digital mapping for the neighborhood and a digital subject floor plan sketch. Normally, the last step of the appraisal process is placing the signature on the appraisal. For digital imagery reports, the signature of the appraiser has been digitized, primarily for security. When the appraiser places the digital signature on the report, the system encrypts the signature with a numeric "key" based on an analysis of all the data in the report. If a single byte of the report is altered in any way, the printing routine cannot come up with the same "key" and the signature will not be property decrypted and cannot print. Any "elect appraisal" report without a digital signature may have been tampered with and the report may have been altered.

None of the digital images in the report with a digital signature have been altered from the original. Password security is very strict and the software controls have been federally sanctioned for electronic transmission and approved by the Appraisal Standards Board. The images are fairly represented as original in every sense, including the digital signature and provides a reliability better than possible with manual "cut and paste" reports.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER’S CERTIFICATION: The appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.
10. PRIOR ASSIGNMENT DISCLOSURE: This appraiser has not had a prior association and/or work history with this property over the past three years.

ADDRESS OF PROPERTY APPRAISED: Brookmeade & Redstone Ave, Crestview, FL 32539

APPRAISER:

Signature: 
Name: Randy G. Bracewell
Date Signed: 10/09/2020
State Certification #: _____
or State License #: RZ589
State: FL
Expiration Date of Certification or License: 11/30/2020

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

USPAP Compliance Addendum

Loan #
File # 20-131

Owner	Dewrell, J La Don				
Property Address	Brookmeade & Redstone Ave				
City	Crestview	County	Okaloosa	State	FL Zip Code 32539
Client	Jonathan Holloway, P.A.				

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

☒ Appraisal Report

This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report

This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b), and is intended only for the use of the client and any other named intended user(s). Users of this report must clearly understand that the report may not contain supporting rationale for all of the opinions and conclusions set forth in the report.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

▪ The statements of fact contained in this report are true and correct.

▪ The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

▪ I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.

▪ I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

▪ My engagement in this assignment was not contingent upon developing or reporting predetermined results.

▪ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

▪ My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

▪ This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

☐ I have NOT made a personal inspection of the property that is the subject of this report.

☒ I HAVE made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements:

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

☒ A reasonable marketing time for the subject property is 180+/- day(s) utilizing market conditions pertinent to the appraisal assignment.

☒ A reasonable exposure time for the subject property is 180+/- day(s).

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name Randy G. Bracewell
Date of Signature 10/09/2020
State Certification #
or State License # RZ589
State FL
Expiration Date of Certification or License 11/30/2020
Effective Date of Appraisal October 8, 2020

Signature
Name
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License
Supervisory Appraiser Inspection of Subject Property

☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

USPAP Compliance Addendum 2020

Page 1 of 1

Page 302 of 329

Form ID20EC - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

FIRREA / USPAP ADDENDUM

Owner	Dewrell, J La Don
-------	-------------------

Property Address	Brookmeade & Redstone Ave
------------------	---------------------------

City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
------	-----------	--------	----------	-------	----	----------	-------

Client	Jonathan Holloway, P.A.
--------	-------------------------

Purpose

The purpose of this appraisal is to provide the appraiser's opinion of the fair market value of the subject real property, as of the effective date. The effective date is October 8, 2020.

Scope

Intended Use / Intended User	Intended Use / Intended User
1. Intended Use: The system is designed to be used by individuals who are at least 18 years old and are legally competent to enter into a contract. It is intended for use in a secure, private environment where the user can safely provide personal information. 2. Intended User: The system is intended for use by individuals who are at least 18 years old and are legally competent to enter into a contract. It is intended for use by individuals who are seeking to purchase a product or service from the company.	1. Intended Use: The system is designed to be used by individuals who are at least 18 years old and are legally competent to enter into a contract. It is intended for use in a secure, private environment where the user can safely provide personal information. 2. Intended User: The system is intended for use by individuals who are at least 18 years old and are legally competent to enter into a contract. It is intended for use by individuals who are seeking to purchase a product or service from the company.

The client of this appraisal is City of Crestview c/o Mr. Jon Holloway, attorney and they are the intended user. The intended use of this appraisal report is to assist the client in making a financial decision regarding a possible sales price the subject property. Use of this report by any other party will render it null and void.

History of Property

Current listing information: The subject property was not listed at time of appraisal.

Prior sale: A review of public records, and other sources, indicate no arms-length transaction on the subject property over the past three years.

Exposure Time / Marketing Time

A reasonable exposure period for the subject property is over 6 months, given the current market conditions & past actions of the subject property.

A reasonable marketing time for the subject property is over 6 months, given the current market conditions.

Personal (non-realty) Transfers

Additional Comments

Certification Supplement

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

1

Appraiser(s): Randy G. Bracewell

Effective date / Report date: October 8, 2020

Supervisory Appraiser(s):

Effective date / Report date:

Photograph Addendum

Owner	Dewrell, J La Don				
Property Address	Brookmeade & Redstone Ave				
City	Crestview	County	Okaloosa	State	FL Zip Code 32539
Client	Jonathan Holloway, P.A.				



Street view at intersection



Street/front view



Street/Front view looking north



Front/side view



View looking toward intersection



View along Redstone

Photograph Addendum

Owner	Dewrell, J La Don				
Property Address	Brookmeade & Redstone Ave				
City	Crestview	County	Okaloosa	State	FL Zip Code 32539
Client	Jonathan Holloway, P.A.				



View along Redstone



Front/interior view at intersection



Front view of house

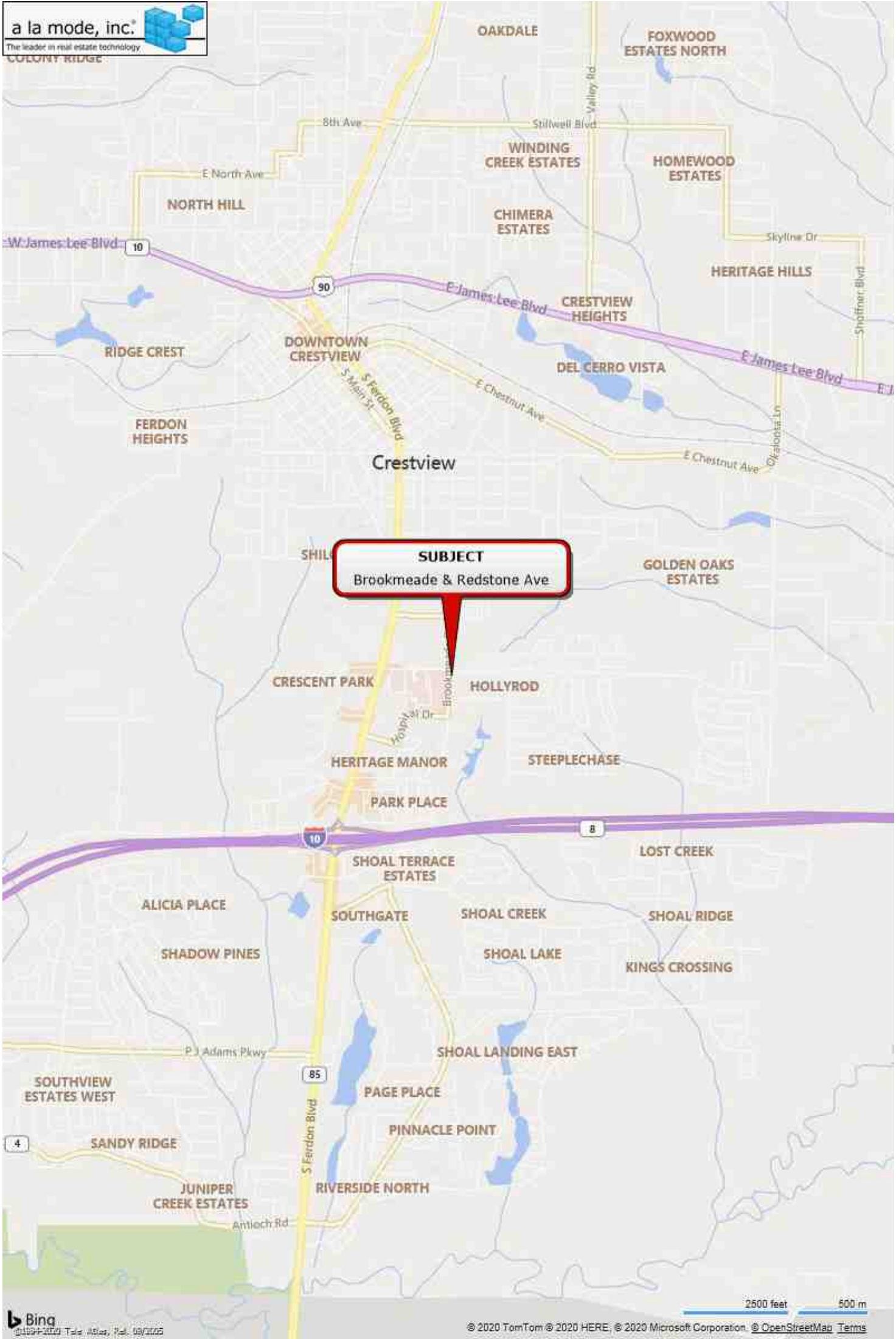
Blank

Blank

Blank

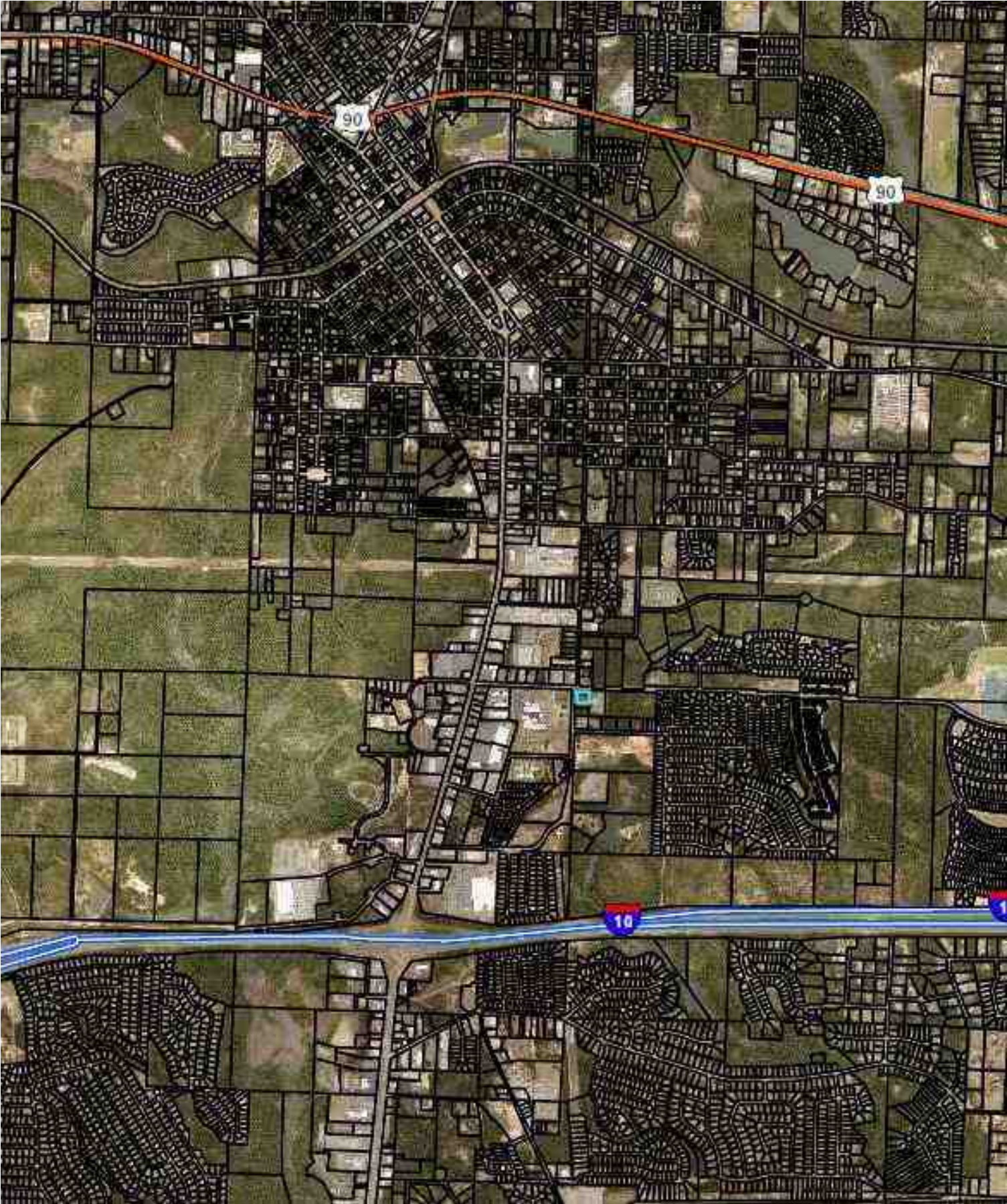
Location Map

Owner	Dewrell, J La Don			
Property Address	Brookmeade & Redstone Ave			
City	Crestview	County	Okaloosa	State FL Zip Code 32539
Client	Jonathan Holloway, P.A.			



Neighborhood Aerial Map

Owner	Dewrell, J La Don				
Property Address	Brookmeade & Redstone Ave				
City	Crestview	County	Okaloosa	State	FL Zip Code 32539
Client	Jonathan Holloway, P.A.				



Tax Atlas Map

Owner	Dewrell, J La Don				
Property Address	Brookmeade & Redstone Ave				
City	Crestview	County	Okaloosa	State	FL Zip Code 32539
Client	Jonathan Holloway, P.A.				



Aerial Photo

Owner	Dewrell, J La Don				
Property Address	Brookmeade & Redstone Ave				
City	Crestview	County	Okaloosa	State	FL Zip Code 32539
Client	Jonathan Holloway, P.A.				



Legal Description

Owner	Dewrell, J La Don					
Property Address	Brookmeade & Redstone Ave					
City	Crestview	County	Okaloosa	State	FL	Zip Code 32539
Client	Jonathan Holloway, P.A.					

App No. 05-8800
Date: 05/03/05

EXHIBIT 'A'

Beginning at the Northwest corner of Section 28, Township 3 North, Range 23 West, thence East along Section line 210 feet and corner, thence South 240 feet and corner, thence West 210 feet to the County Road right of way and corner; thence North along the County Road 240 feet, more or less to the Point of Beginning, lying and being in Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida.

LESS AND EXCEPT:

Beginning at the Northwest corner of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, thence East along said section line 210 feet and corner; thence South 66 feet and corner; thence West 210 feet and corner; thence North 66 feet to the Point of Beginning.

Tax Card/Zoning/Land Use

Owner	Dewrell, J La Don					
Property Address	Brookmeade & Redstone Ave					
City	Crestview	County	Okaloosa	State	FL	Zip Code 32539
Client	Jonathan Holloway, P.A.					



Okaloosa County Property Report

Owner and Parcel Information

Owner Name	DEWRELL J LADON & CAROL A	Today's Date	10/9/2020
Billing Address	PO BOX 1510	Parcel Number	28-3N-23-0000-0005-0000
	FT WALTON BEACH, FL 32549	Tax District	MSTU COUNTY (001)
Location Address	475 BROOKMEADE DR CRESTVIEW FL 32539	2019 Millage Rates	10.3685
Property Usage	SINGLE FAM (000100)	Acreage Assessed	0.86
Location Township Range	28-3N-23	Calculated GIS Acres	0.86
Business Name		Homestead	N

Value Information

	2018 Certified Values	2019 Certified Values
Building Value		
Extra Feature Value		
Land Value		
Land Agricultural Value		
Market (Market) Value		
Assessed Value		
Empty Value		
Market Value		

Legal Information

COM NW COR S66 FT TO POB S174 FT W210 FT N174 FT E210 FT TO POB AS OR

Building Information (Building #1 out of 1 buildings)

Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
SINGLE FAM	2994	1605	FACE BRICK	COMP SHNGL	MINIMUM	CLAY/CERMC
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
F AIR DUCT	CENTRAL	2.00	4	1	1961	1961

Extra Feature Data

Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
EPLC	1	0 x 0 x 0	1.000 UT	1999

Land Information

Landuse	Number of Units	Unit Type	Frontage	Depth
TRANSITION	0.86	AC	240	0

Sale Information

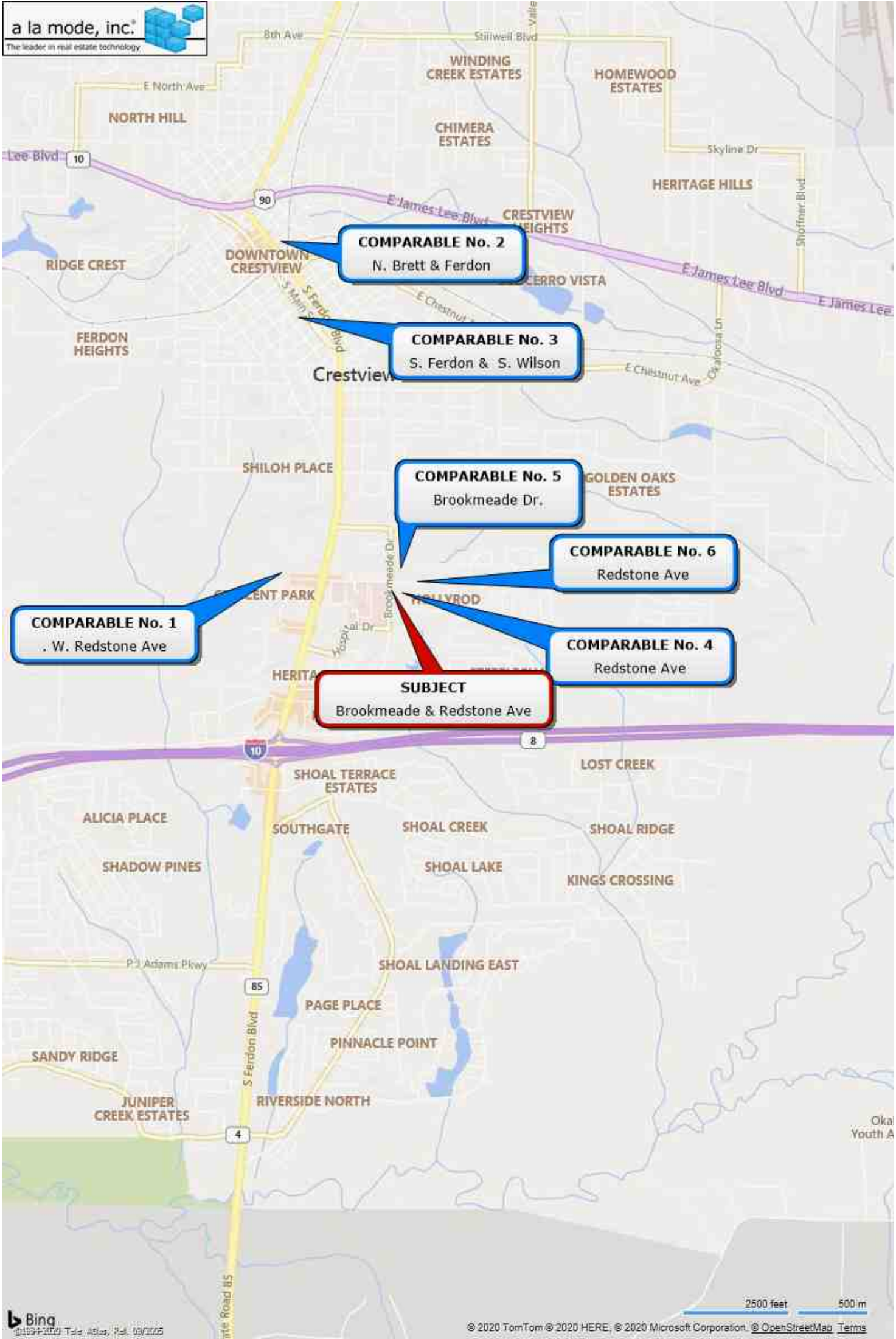
Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
/01/1977	\$10,481	PREVIOUS VALUE	0	0	U	I		INFINGER HUGHIE R
/05/2005	\$240,000	Warranty Deed	2614	2828	Q	I	INFINGER HUGHIE R & ANITA F	DEWRELL J LADON
/05/2018	\$100	Warranty Deed	3351	3650	U	I	DEWRELL J LADON	DEWRELL J LADON & CAROL A (H&W)

Zoning Information

County Future Landuse	County Zoning	FEMA Flood Zone-Base	Resource System (COBRA) Area	In Floodway	Potential Wetlands
MU	MU	X-0	NO	NO	UPLANDS
Power Service	Water Service	Subdivision	Commissioner District	Fire District	Census Tract
GULF POWER	OCWS	NOT PLATTED	GRAHAM FOUNTAIN(1)	NORTH OKALOOSA	020700

Comparable Sales Map

Owner	Dewrell, J La Don				
Property Address	Brookmeade & Redstone Ave				
City	Crestview	County	Okaloosa	State	FL
Client	Jonathan Holloway, P.A.				
				Zip Code	32539



Comparable Photo Page

Owner	Dewrell, J La Don				
Property Address	Brookmeade & Redstone Ave				
City	Crestview	County	Okaloosa	State	FL
Client	Jonathan Holloway, P.A.		Zip Code	32539	



Comparable 1

. W. Redstone Ave	
Prox. to Subject	0.51 miles W
Sale Price	2.80/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	S. Crest, avg.
View	cleared,
Site	
Quality	
Age	



Comparable 2

N. Brett & Ferdon	
Prox. to Subject	1.68 miles NW
Sale Price	6.70/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	C. Crest, inf.
View	wood, inf.
Site	
Quality	
Age	

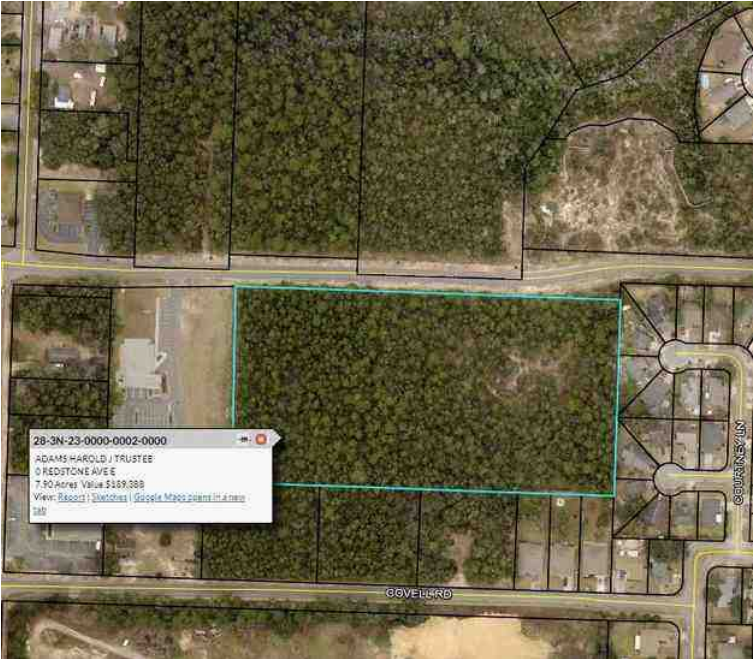


Comparable 3

S. Ferdon & S. Wilson	
Prox. to Subject	1.32 miles NW
Sale Price	13.63/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	S. Crestview, sim.
View	cleared, sup.
Site	
Quality	
Age	

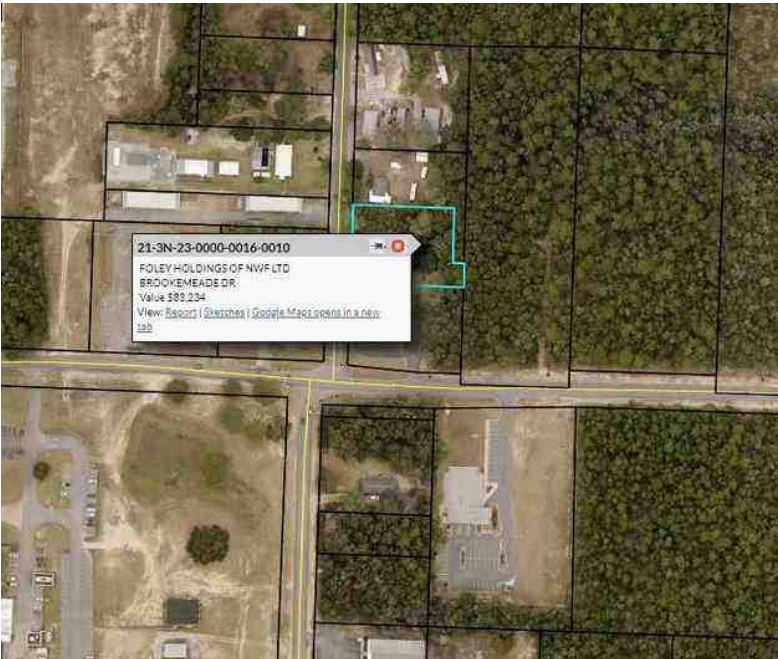
Comparable Photo Page

Owner	Dewrell, J La Don				
Property Address	Brookmeade & Redstone Ave				
City	Crestview	County	Okaloosa	State	FL Zip Code 32539
Client	Jonathan Holloway, P.A.				



Comparable 4

Redstone Ave	
Prox. to Subject	0.05 miles E
Sale Price	5.09/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	S. Crestview, sim
View	wood, good.
Site	
Quality	
Age	



Comparable 5

Brookmeade Dr.	
Prox. to Subject	0.11 miles NE
Sale Price	2.75/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	S. Crestview, sim.
View	wood, typical
Site	
Quality	
Age	



Comparable 6

Redstone Ave	
Prox. to Subject	across street
Sale Price	3.48/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	S. Crestview, sim.
View	wood, typical
Site	
Quality	
Age	

Engagement Letter

Owner	Dewrell, J La Don					
Property Address	Brookmeade & Redstone Ave					
City	Crestview	County	Okaloosa	State	FL	Zip Code 32539
Client	Jonathan Holloway, P.A.					



JONATHAN HOLLOWAY, P.A.

October 9, 2020

Randy Bracewell
499 N. Ferdon Blvd.
Crestview, Florida 32536

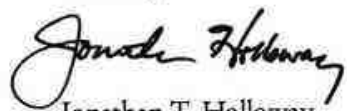
Dear Randy:

As discussed, please proceed with an appraisal of the two parcels owned by Mr. Dewrell at the corner of Brookmeade and Redstone.

Please bill me directly the \$1,000.00 fee, and I will make payment directly.

Thank you again for accepting the assignment.

Sincerely,


Jonathan T. Holloway

420 East Pine Avenue • Crestview, Florida 32539 • (850) 398-6808

Certification

Owner	Dewrell, J La Don			
Property Address	Brookmeade & Redstone Ave			
City	Crestview	County	Okaloosa	State FL Zip Code 32539
Client	Jonathan Holloway, P.A.			



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



BRACEWELL, RANDY G

499 N. FERDON BLVD
CRESTVIEW FL 32536

LICENSE NUMBER: RZ589

EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



PARTIES: J. LaDon Dewrell & Carol A. Dewrell ("Seller"),
and City of Crestview, Florida ("Buyer"),
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
(collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 475 Brookmeade Drive, Crestview, FL 32539
(b) Located in: Okaloosa County, Florida. Property Tax ID #: 28-3N-23-0000-0005-0000-28-3N-23-0000-0004-0010
(c) Real Property: The legal description is as described in OR Book 2614, Pg 2829 and
OR Book 1325, Pg 754 *less Redway*

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate
and other access devices, and storm shutters/panels ("Personal Property").

Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency):..... \$ 400,000

- (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 5,000

The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 21 (if left
blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Information: Name: Jonathan Holloway P.A.

Address: 420 E Pine Ave, Crestview, FL 32539

Phone: 398-6808 E-mail: jholloway@okaloosalaw.com Fax: 398-6809

- (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
days after Effective Date \$ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ _____

- (d) Other: \$ _____

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
transfer or other COLLECTED funds \$ 395,000

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
November 9, 2020, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur
and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
("Closing") on December 11, 2020 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials _____

Page 1 of 12

Seller's Initials _____

FloridaRealtors/FloridaBar-ASIS-5 Rev.4/17 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

Serial#: 064047-900152-0726133

formsimplicity

5. EXTENSION OF CLOSING DATE:

- (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- (b) ☒ CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. FINANCING:

- ☒ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

☐ (b) This Contract is contingent upon Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period") for (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

(i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's mortgage broker and lender in connection with Buyer's mortgage loan application.

(ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress, and release preliminary and finally executed closing disclosures and settlement statements, to Seller and Broker.

(iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

(iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either:

- (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
(2) terminate this Contract.

Buyer's Initials _____

Page 2 of 12

Seller's Initials _____

Florida Realtors/Florida Bar-ASIS-5 Rev. 4/17 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

Serial#: 064047-900152-0726133

formsimplicity

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

[REDACTED]

• Seller's attorneys' fees

[REDACTED]

(b) COSTS TO BE PAID BY BUYER:

- | | |
|---|--|
| • Taxes and recording fees on notes and mortgages | • Loan expenses |
| • Recording fees for deed and financing statements | • Appraisal fees |
| • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) | • Buyer's Inspections |
| • Survey (and elevation certification, if required) | • Buyer's attorneys' fees |
| • Lender's title policy and endorsements | • All property related insurance |
| • HOA/Condominium Association application/transfer fees | • Owner's Policy Premium (if Paragraph |
| • Municipal lien search (if Paragraph 9(c)(ii) is checked) | 9 (c)(iii) is checked.) |

• Other: All closing costs other than Seller's attorney's fees

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

- ☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
- (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- (e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**
- ☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
- ☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
- IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
- This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** *Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.*
- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

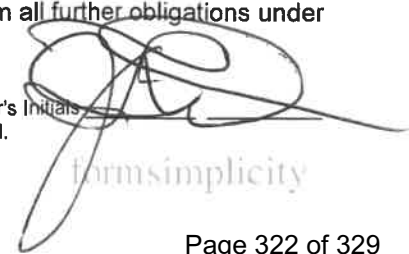
In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under



this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

- 16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

- 17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

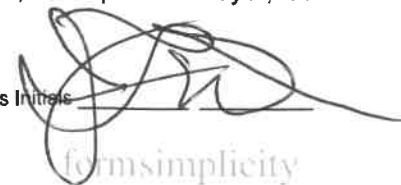
D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. 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.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be



STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange. *Seller SO elects for 1031*

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

Buyer's Initials _____

Page 10 of 12

Seller's Initials _____

FloridaRealtors/FloridaBar-ASIS-5 Rev.4/17 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

Serial#: 064047-900152-0726133

formsimplicity

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|--|---|---|
| ☐ A. Condominium Rider | ☐ K. RESERVED | ☐ T. Pre-Closing Occupancy |
| ☐ B. Homeowners' Assn. | ☐ L. RESERVED | ☐ U. Post-Closing Occupancy |
| ☐ C. Seller Financing | ☐ M. Defective Drywall | ☐ V. Sale of Buyer's Property |
| ☐ D. Mortgage Assumption | ☐ N. Coastal Construction Control Line | ☐ W. Back-up Contract |
| ☐ E. FHA/VA Financing | ☐ O. Insulation Disclosure | ☐ X. Kick-out Clause |
| ☐ F. Appraisal Contingency | ☐ P. Lead Paint Disclosure (Pre-1978) | ☐ Y. Seller's Attorney Approval |
| ☐ G. Short Sale | ☐ Q. Housing for Older Persons | ☐ Z. Buyer's Attorney Approval |
| ☐ H. Homeowners/Flood Ins. | ☐ R. Rezoning | ☐ AA. Licensee Property Interest |
| ☐ I. RESERVED | ☐ S. Lease Purchase/ Lease Option | ☐ BB. Binding Arbitration |
| ☐ J. Interest-Bearing Acct. | | ☐ Other: _____ |

20. ADDITIONAL TERMS: Contract subject to approval of City Council at public meeting to be held prior to Closing. Must be accepted by

DRYOR 9th, 2020 or contract is void,

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer.

Buyer's Initials _____

Page 11 of 12

Seller's Initials _____

FloridaRealtors/FloridaBar-ASIS-5 Rev.4/17 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

Serial#: 064047-900152-0726133

[Handwritten Signature]
formsimplicity

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: 11-03-2016

Seller: _____ Date: 11-03-2016

Buyer's address for purposes of notice

198 North Wilson Street
Crestview, FL 32539

Seller's address for purposes of notice

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers in connection with this Contract.

Cooperating Sales Associate, if any

Listing Sales Associate

Provident Realty Services, LLC*

Cooperating Broker, if any

Listing Broker

*consulting for Buyer at no cost to either party.

