



CITY OF CRESTVIEW

OFFICE OF THE CITY CLERK

P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536

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

August 23, 2021

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

2.1. Pastor Ronnie Bearden, First United Methodist

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

6. Consent Agenda

6.1. Improvements at Foxwood Golf Course

6.2. Approval of the Minutes from the June 28, 2021 and July 12, 2021 City Council Meeting

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1827 - Covell Road Comprehensive Plan

7.2. Ordinance 1828 - Covell Road Rezoning

8. Ordinances on First Reading

8.1. Ordinance 1830 - Land Development Code Amendments

9. Resolutions

9.1. Resolution 2021-22 - Extension of Annexation Fee Moratorium

9.2. Resolution 2021-23 City Government Week

10. Action Items

10.1. Wilson Street Park Splash Pad

11. City Clerk Report

11.1. Police and Fire Retirement Board

11.2. Christmas Ornament

12. City Manager Report

12.1. Cybersecurity

12.2. Foxwood Presentation

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: August 23, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk
DATE: 8/19/2021
SUBJECT: Improvements at Foxwood Golf Course

BACKGROUND:

On August 7, 2020 the City of Crestview purchased the Foxwood Golf Course, clubhouse and amenities.

As part of our efforts to get the facility open and operational, the City entered into a partnership with Great Life Golf to manage the clubhouse and golf course and expand the recreational experience for the entire facility.

DISCUSSION:

Much work has been done by city crews to bring the Golf Course back into a playable condition, such as the trimming of brush and trees, repair of bridges, cart paths and continuous grass cutting. Also, repair of water and sewer systems and cleaning of the clubhouse.

Additional improvement needed to bring the golf course into an operational status is a new irrigation system. As part of the agreement with Great Life Golf, we contracted with Nutt Construction to install a new irrigation system. This work is currently underway and near completion.

Other immediate improvement is the need to upgrade the electrical control components of the two irrigation wells. Once the VFD's Controls are purchased, City electricians will install these components. Quotes for these parts are exhibited in the attachment.

One bridge located on Hole 13 is 20 foot high and 184 feet in length. This bridge is in disrepair and must be done to complete the golf course repairs. For timing reasons, the work must be completed by a contractor.

Staff attempted to get additional bids without success, the bid sheet is attached.

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

These requests total \$154,162. Funding is available in the current parks improvement budget.

Anchor Marine quote for bridge replacement is \$126,720.

Variable Frequency Drives and OmniSite Electrical Components from Pump and Process is \$27,442.

RECOMMENDED ACTION

Staff respectfully requests approval of the bridge repair in the amount of \$126,720 and the purchase of the VFD's and electrical components in the amount of \$27,442 for improvements needed at the Foxwood Golf Course.

Attachments

1. Foxwood - City Of Crestview cart bridge
2. Foxwood Golf Course End View
3. Quote Crestview, Foxwood Duplex Well House 8.12.21
4. FWrrigationI VFD Quotes
5. Foxwood Golf Course Bridge Quote #13

ANCHOR MARINE CONSTRUCTION, INC.
P.O. BOX 771
NICEVILLE, FL 32578
850-678-8587

Name & Address:

City of Crestview
198 Wilson Street
Crestview, Fl. 32536
C/O Allen Hallford

Work to be performed at:

Foxwood Golf Course Bridge
4927 Antioch Rd.
Crestview, Fl. 32536

Date: August 11, 2021

Job Proposed: Cart Bridge Rebuild (see drawing)

- All materials and labor will be provided by Anchor Marine Const. Inc.
- Cart Bridge to be rebuilt is 9' x 176' providing an 8' wide cart bridge.
- Job proposed is to remove and dispose of the existing bridge and build a new bridge in its place.
- All of the new pilings will be upgraded to 8" top 2.5cca marine pilings set on 8' centers. The pilings will have approx. 8' - 10' embedment into the sand.
- The pilings will have cross braces on each set of pilings once the elevation is above approx. 4'. The cross braces will be 4" x 8" and treated to .60. They will be bolted to the pilings with two 5/8" galvanized steel bolts.
- The stringers will be .60 pressure treated 4" x 8". They will be approx. 17" on center. The stringers will be bolted to the pilings with 3/4" galvanized steel bolts. The intermediate stringers will get stainless steel hurricane clips and nails.
- The braces that go underneath the stringers will be 4" x 12" on each side of the poles and also treated .60. They will be bolted with 2 - 3/4" galvanized bolts.
- The decking will be 4" x 6" .60 pressure treated. They will be bolted down with 8" galvanized timber lag bolts on each stringer (there is seven stringers). This decking is an upgrade to standard treated wood decking.
- The rail / bumper will be built using 6" x 6" attached to 4" x 6" post. They will be bolted down with 8" galvanized lag bolts at each post.
- The post will be 4" x 6" and set at 8' apart. They will have 2" x 8" for the rails and a 2" x 10" cap. All of the lumber will be .60 treated and galvanized hardware unless stated otherwise.
- The price does not include painting or staining the bridge.
- The price does not include engineered plans if they are needed.

Cost:

- Remove and dispose of all existing pilings and framing from the old bridge. (pilings will be cut off at the ground level = \$15,840.00
- New bridge materials and labor = \$126,720.00
-

Total Cost = \$142,560.00

One Hundred Forty Two Thousand Five Hundred Sixty & 00/100-----

****Please note that if engineered plans are needed the total price could change if additional work is required from the plans.**

Payment Terms:

To be agreed upon before the start of any work.

Proposal Acceptance:

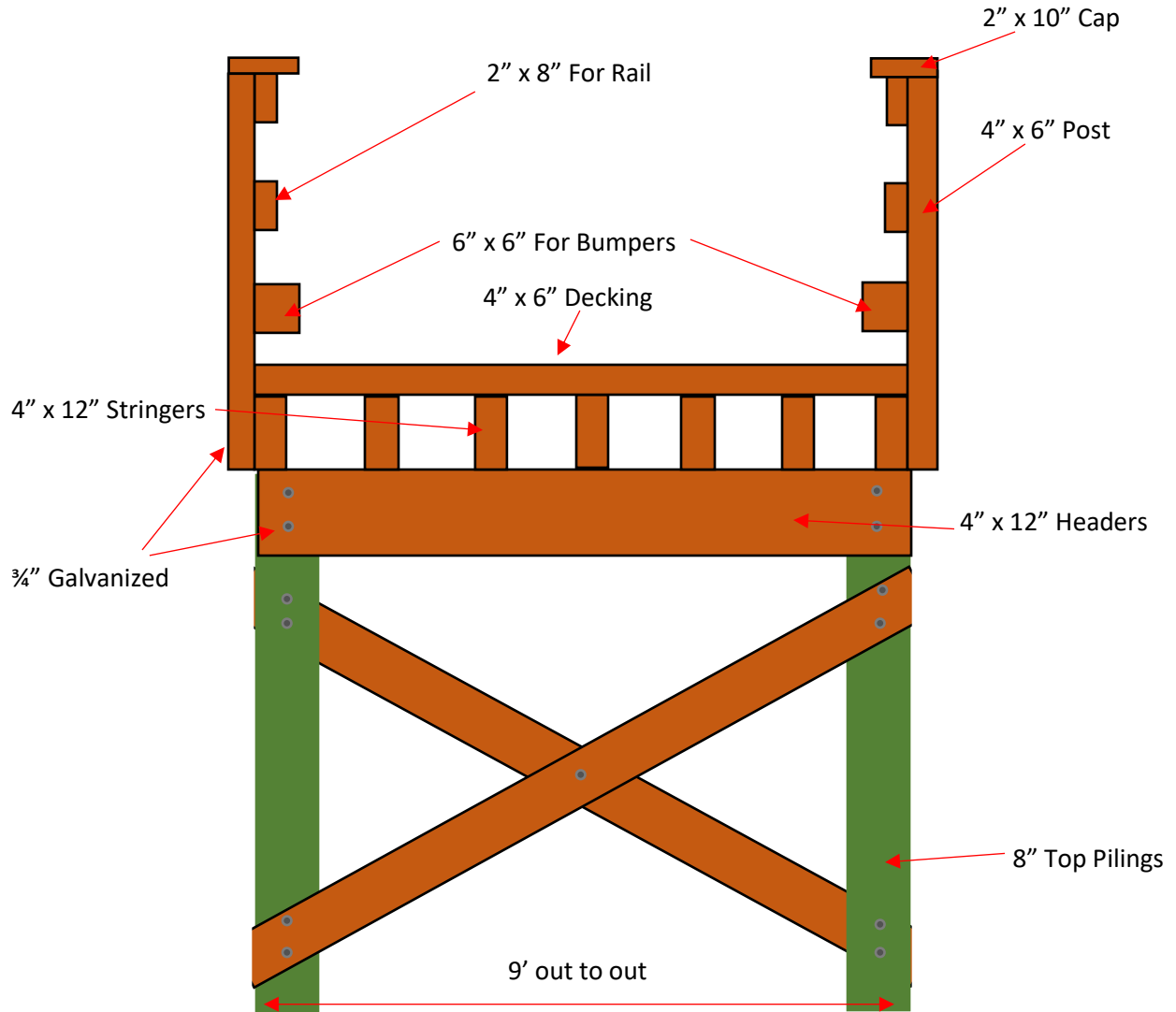
By accepting this proposal you agree to terms and conditions of this proposal. We may withdraw this proposal if not accepted within 30 days of above date.

Signature: _____ Date: _____.

Notes:

- 1) I am bidding on building this project the way I feel will be a safe and long lasting investment for the City of Crestview and Foxwood Golf Course. I do not have engineered plans to use for bidding but I believe the way I am proposing to build it would be the way an engineer would draw it up in my past experience. I have upgraded almost every part of the project to make a solid cart bridge.
- 2) We will need to have a dumpster on the job to remove the old bridge. I have a small dump trailer we can use after that so we can keep it out of everyone's way.
- 3) If engineered plans are needed I can help provide them thru the engineer I use. Plans will probably be 2K – 5K in my past experience

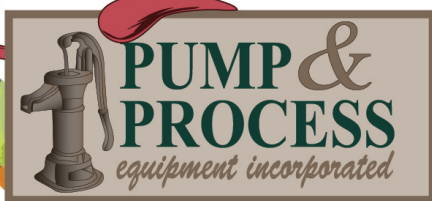
Anchor Marine Const. Inc has been in business since 1995 and we pride ourselves on nice, neat and honest work. We will keep our jobsite clean and pick up trash at the end of each day.



****All .60 Treated Lumber****

****8' Inside To Inside Of The 6" x 6" Bumpers****

**** Handrail Height at 42" ****



370 W.Burgess Rd.
Pensacola, FL 32503
Office (850) 432-0334 / Butch's Cell (850) 432-1336

QUOTE

To: Brandon Bolton
The City of Crestview

Date: 8/12/21
Project: Foxwood Duplex Well House
Location: Crestview, FL.
Engineer: N/A

Equipment: Danfoss VFD and SCADA

Terms NET 30 Days

Delivery: 3 Weeks

We are pleased to quote on the following equipment:

- Two (2) Danfoss VFD-25 HP in NEMA 4X enclosure with disconnect and internal fuses and includes 10 year on-site 100% warranty.
- One (1) Omni Site Crystal Ball to accept Pulse output from flow meter with 5 year of monitoring service and Omni-Advantage warranty.
- One (1) Pressure Transducer
- Startup and programming of Danfoss VFD and OmniSite Crystal Ball.
- Complete submittal to be provided for approval prior to release to production.

Net Price, F.O.B Shipping Point to City of Crestview Field Ops....\$27,442.00

NOTES:

1. Only items mentioned above are included. If it is not listed it is to be provided by others.
2. **Delivery promise date begins upon return of approved Submittal.**
3. **Installation not provided.**

This Quotation Prepared By

F.D."Butch" Branton

For Pump & Process Equipment, Inc.

The undersigned agrees to and has the authority to bind the purchaser to the terms and conditions below and equipment as described above.



Date _____

Quotation good for 30 days. Prices do not include any applicable taxes. Payment terms are NET 30 days from date of shipment. Past due accounts will be charged interest at 1.5% per month. Should the services of an attorney, collection agency or other legal service become necessary for collection, purchaser will assume responsibility for all expenses accrued in the collection process including fees, court cost, serving charges, lien filing, etc. Manufacturer's warranty applies. Pump & Process Equipment, Inc. assumes no liability whatsoever for delays or damages caused by defects or any other equipment failure.



City of Crestview

Quote Comparison Form

Requisition No. _____

Name Carlos Jones

Date: 8/12/21

Dept: Public Services

Item/Service Requested:

VFD's and accessories for Golf Course Well House

Quote 1

Company Pump & Process

Contact Butch Branton

Vendor No. _____

Phone No. _____

Quote 27,442.00

___mail___telephone___fax___email___other

Quote 2

Company Mills Pump Supply

Contact Randy Mills

Vendor No. _____

Phone No. _____

Quote No quote at deadline

___mail___telephone___fax___email___other

Quote 3

Company Heritage

Contact Bill Seigle

Vendor No. _____

Phone No. _____

Quote No quote at deadline

___mail___telephone___fax___email___other

I hereby affirm that the above quotes have been sought and conform in every respect with the requirements of the City's Purchasing Manual.

Department Head



City of Crestview

Quote Comparison Form

Requisition No. _____

Name _____

Date: 8/12/2021

Dept: Street / Public Services

Item/Service Requested:

Cart Bridge Rebuild (Foxwood Golf Course)

Quote 1

Company Anchor Marine Construction, Inc. Contact Bryan Luke

Vendor No. _____ Phone No. 850-678-0507

Quote \$142,560.00

☐ mail ☒ telephone ☐ fax ☒ email ☐ other

Quote 2

Company Straight Line Marine Contact 850-333-1296

Vendor No. _____ Phone No. _____

Quote Called 7/2021 Never responded with quote.

☐ mail ☒ telephone ☐ fax ☐ email ☐ other

Quote 3

Company RBM Contracting Contact _____

Vendor No. _____ Phone No. 850-622-1434

Quote Called 7/2021 Never responded with quote.

☐ mail ☒ telephone ☐ fax ☐ email ☐ other

- Provencher Piers - sent in quote request / No Response
- Fids Marine - Called 7/21 Left message / No Response

I hereby affirm that the above quotes have been sought and conform in every respect with the requirements of the City's Purchasing Manual.

Wagon Smith

Department Head



Staff Report

CITY COUNCIL MEETING DATE: August 23, 2021

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: 8/17/2021
SUBJECT: Approval of the Minutes from the June 28, 2021 and July 12, 2021 City 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 respectfully requests that the Council approve the minutes from the June 28, 2021 and July 12, 2021 City Council meetings.

Attachments

1. 2021.06.28 CCM
2. 2021.07.12 CCM

City Council Meeting
June 28, 2021
6:00 PM
Council Chambers

The Regular Meeting of the Crestview City Council was called to order at 6:00 P.M. Members present were Shannon Hayes, Joe Blocker, Andrew Rencich, Cynthia Brown and Doug Capps. Also present were the honorable City Clerk Elizabeth Roy, City Manager Tim Bolduc, City Attorney Mr. Holloway, department heads and members of the press. Mayor JB Whitten was not in attendance for this meeting.

REGULAR AGENDA

1. Called to Order

This meeting was called to order by the Honorable Mayor Pro Tem Hayes at 6:00 p.m.

2. Invocation and Pledge of Allegiance

The invocation and pledge were led by Pastor Ronnie Bearden of the First United Methodist Church.

3. Open Policy making and legislative session

4. Approval of Agenda

Mayor Pro Tem Hayes asked if there were any changes to the agenda.

Mr. Bolduc, City Manager requested the removal of item 6.2 on the Consent Agenda.

Mayor Pro Tem Hayes asked for action by Council.

A motion made by Mr. Rencich to approve the change in the agenda. Seconded by Mr. Blocker with 4 yeas from Mr. Rencich, Mr. Blocker, Mr. Hayes, Mr. Capps, Ms. Brown with 0 nays, motion carried.

5. Presentations and Reports

6. Consent Agenda

6.1 Department of Corrections Contract

~~6.2 Professional Engineering and Consulting Services for a Wingard Property Infiltration System (Item removed from Agenda)~~

6.3 Emergency procurement request for repairs, FD Engine 4

6.4 Approval of the Minutes from the April 12, 2021, Special City Council Workshop and the April 26, 2021, City Council Meeting.

Mayor Pro Tem Hayes asked for action by Council.

A motion made by Ms. Brown to approve the Agenda with removal of item 6.2. Seconded by Mr. Blocker with 5 yeas from Ms. Brown, Mr. Blocker, Mr. Hayes, Mr. Capps, Mr. Rencich with 0 nays, motion carried.

7. Public Hearings- Ordinances on Second Reading

8. Ordinances on First Reading

9. Resolutions

10. Action Items

10.1 Memorandum of Understanding (MOU) DCF and CPD

Mr. Bolduc, City Manager stated that MOU's are essential agreements between two or more entities. In this circumstance, the City of Crestview Police Department must enter into an agreement using a MOU with the Florida Department of Children and Families in order to satisfy jurisdictional coordination, statutorily obligations and investigatory cooperation. The MOU between the two entities is essential for coordinated workflow between the two and creates a written agreement for both entities to assist each other within the scope of of their authority.

Mayor Pro Tem Hayes asked for action by Council.

A motion made by Mr. Rencich to approve the Memorandum of Understanding between DCF and CPD. Seconded by Mr. Capps, with 5 yeas from Mr. Rencich, Mr. Capps, Ms. Brown, Mr. Blocker, Mr. Hayes with 0 nays, motion carried.

10.2 Contract Award: Solids Handling Project

Mr. Bolduc, City Manager stated that as a result of continuous and unprecedented growth, the City of Crestview Wastewater Sewer Treatment Plant located on Arena Rd needs upgrades to handle the current biosolids loading rates. Solid's removal is part of the treatment process. The current original 1994 model belt press filled 20 - thirty-yard dumpsters for a total of 45.27 tons of biosolids at a cost of \$9,000 for the month of May. This proposed upgrade will greatly improve the dewatering process and reduce the frequency of full dumpsters being removed after dewatering. The proposed upgrades include two new aerobic digesters "which will help us to meet compliance and permit limits" and a new belt press with a dewatering building, improvements to the existing control panels and electrical controls, and improvements to the BFP feed system.

A total of four Companies responded to our bid advertisement and showed at the pre-bid meeting, however there were only two of the companies that submitted bids which were J&P Construction and Sawcross Inc. Sawcross Inc. had the lowest bid at \$4,473,000.00 while J&P had a bid at \$5,451,000.00. Staff respectfully requests approval secure a debt with the state revolving fund in the amount of \$5,000,000 for the construction of the Solids Handling Project and the design task order for rib construction previously approved. Staff further requests approval to award the contract to Sawcross Inc for the Solids Handling Project Contract in the amount of \$4,473,000.00.

A brief discussion ensued.

Mayor Pro Tem Hayes asked for action by Council.

A motion made by Mr. Capps to approve the Staff recommendations. Seconded by Ms. Brown with 5 yeas from Mr. Capps, Ms. Brown, Mr. Rencich, Mr. Blocker, Mr. Hayes with 0 nays, motion carried.

10.3 Agreement to Purchase Property

Mr. Bolduc, City Manager requested permission to use undesignated fund balance to purchase four parcels from Mr. Jay Woodbury. From time to time an opportunity will arise for the city to purchase and clean up properties that have been known to have above average criminal activity. The attached purchase includes four such properties. The purchase of this property will allow the City to revitalize a portion of a neighborhood that has elevated levels of criminal activity and to partner with another organization to construct and provide affordable housing. The property is vacant and will be a part of a larger affordable housing development on the properties recently purchased by the city.

A brief discussion ensued.

Mayor Pro Tem Hayes asked for action by Council.

A motion made by Mr. Rencich to approve the purchase of the property as provided in the attached agreement. Seconded by Mr. Capps with 5 yeas from Mr. Rencich, Mr. Capps, Mr. Hayes, Ms. Brown, Mr. Blocker with 0 nays, motion carried.

10.4 Approval of ARP Agreement

Mr. Bolduc, City Manager stated the American Rescue Plan (ARP) (also referred to as the Coronavirus State and Local Fiscal Recovery Funds - SLFRF) is an unprecedented \$1.9 trillion fiscal relief bill passed by Congress on March 11, 2021, with the intention of helping our country recover from the lost revenue and increased spending that was needed to combat the COVID-19 pandemic. Notification has been received that \$3,872,170 has been allocated and available for distribution to the City of Crestview. There is no official application; however, a request for funding must be prepared. Upon online request for distribution, an award terms and conditions agreement will be generated requiring official City signatures. Distributions are anticipated to be one-half (\$1,936,085) in fiscal year 2021 and the remainder in fiscal year 2022 and must be expended by December 31, 2024. Eligible expenditures are public health, negative economic impacts, infrastructure or governmental revenue replacement and administrative costs. The city's anticipated utilization of the funding will be mostly for infrastructure as detailed on our 10-year capital improvement plan.

A brief discussion ensued.

Mayor Pro Tem Hayes asked for action by Council.

A motion made by Mr. Capps approved proceeding with a request for funding and obtaining appropriate signatures on the award terms and conditions agreement when received. Seconded by Mr. Blocker with 5 yeas from Mr. Capps, Mr. Blocker, Ms. Brown, Mr. Rencich, Mr. Hayes with 0 nays, motion carried.

11. City Clerk Report

11.1 Upcoming Meetings

Ms. Roy, City Clerk updated Council about a upcoming Special Meeting on July 12th at 3pm, the CRA meeting will be at 5 pm.

12. City Manager Report

Mr. Bolduc, City Manager stated that during that upcoming CRA meeting the contract for the design of the Main Street project. He did inform Council that he and the City Attorney attended a meeting concerning the expansion of the Tourist Development District. This expansion of the Tourist Development District means that because we already experience the impact of the overflow, and the tax is on tourist.

Mr. Bolduc, City Manager gave updates on different projects going on throughout the City.

13. Comments from the Mayor and Council

Ms. Brown stated that after she suggested the Safe Haven boxes and after speaking with the City Attorney it was decided to monitor Marion County being that they have them and just to see how it works over there.

Mr. Blocker suggested placing a electric water cooler at the park and other public places.

Mr. Bolduc, City Manager answered that is a good suggestion, he noted that there is one at the skatepark and he will work on this.

Mr. Hayes informed all that certain apartment complexes have availability for the elderly and those with physical challenges. He noted that he is pleased with the direction that the City is going.

14. Comments from the Audience

Mr. Robert Washington Jr., 502 West Griffith Ave, Crestview asked a series of questions concerning the blight homes removal, the installation sidewalks, speedbumps, the assistance for demolition, and if there are plans for a rehab center.

Mr. Bolduc, City Manager answered the series of questions for Mr. Washington.

15. Adjournment

This meeting was adjourned by Mayor Pro Tem Hayes at 7:01 p.m.

Elizabeth M. Roy
City Clerk

J B Whitten
Mayor

Minutes approve this _____ day of _____, 20__.

City Council Meeting
July 12, 2021
6:00 PM
Council Chambers

The Regular Meeting of the Crestview City Council was called to order at 6:00 P.M. Members present were Shannon Hayes, Joe Blocker, Andrew Rencich, Cynthia Brown and Doug Capps. Also present were the honorable Mayor JB Whitten, City Clerk Elizabeth Roy, City Manager Tim Bolduc, City Attorney Mr. Holloway, department heads and members of the press.

REGULAR AGENDA

1. Called to Order

This meeting was called to order by the Honorable Mayor Whitten at 6:00 p.m.

2. Invocation and Pledge of Allegiance

The invocation and prayer were led by Pastor Josh Neel of Destiny Worship Center.

3. Open Policy making and legislative session

4. Approval of Agenda

Mayor Whitten asked if there were any changes or objections to the current Agenda.

There were no objections or changes to Agenda it was approved by unanimous consent.

5. Presentations and Reports

Mayor Whitten announced that the local Crestview Sister Cities organization received Special Recognition from the Sister Cities International.

Mr. Hughes, President of the Crestview Sister Cities said a few words regarding the recognition.

6. Consent Agenda

6.1 Park Usage Agreement between the B & T Raceway Group and the City of Crestview

6.2 Main Street Demolition Bid

Mayor Whitten asked for action on the Consent Agenda.

A motion made by Mr. Hayes to approve the Consent Agenda. Seconded by Mr. Capps with 5 yeas from Mr. Hayes, Mr. Capps, Mr. Blocker, Mr. Rencich, Ms. Brown with 0 nays, motion carried.

7. Public Hearings- Ordinances on Second Reading

8. Ordinances on First Reading

8.1 Ordinance 1829-Aggressive Panhandling

Mr. Bolduc, City Manager stated that Panhandling is a solicitation made in person, whereby the solicitor requests the immediate donation of money or other thing of value or requests one to purchase an item in an amount far exceeding the item's value. Over the last 18 months, the City of Crestview Police Department has observed an increase in aggressive panhandling and panhandling from City medians and rights of way. The public health, safety, and welfare issues to both persons and traffic flow that result from such activity are numerous. Therefore, in an effort to balance a solution to problems arising from such activity while continuing to allow for panhandling in public areas, City staff has drafted an ordinance that will restrict such activity so that it does not interfere with vehicular traffic, cause traffic safety or traffic flow issues, and so that it does not constitute a threat to the public health, safety, and welfare of the citizenry. He then asked the City Clerk to read Ordinance 1829 by title.

Ms. Roy, City Clerk stated, "Ordinance 1829 reads by title,

ORDINANCE 1829

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, CREATING A NEW SECTION 54-9 OF CHAPTER 54 OF THE CITY OF CRESTVIEW CODE OF ORDINANCES RELATING TO AGGRESSIVE PANHANDLING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

This is the First Reading of Ordinance 1829."

Mayor Whitten asked for action by Council.

A motion made by Mr. Rencich to adopt Ordinance 1829 on First Reading and send to Second Reading. Seconded by Mr. Blocker, with 5 yeas from Mr. Rencich, Mr. Blocker, Mr. Hayes, Mr. Capps, Ms. Brown with 0 nays, motion carried.

9. Resolutions

10. Action Items

10.1 Regions Bank Prepayment

Mr. Bolduc, City Manager stated that this is a request to pay off a portion of the 2020 Series Capital Improvement Revenue Bond since a portion of the debt was used to purchase Foxwood County Club, and that portion exceeded the allowable percentage of the loan to which a public private partnership can be entered, a portion of the loan must be repaid at this time and the certificate amended. The “private loan financing test” that is required with this type of funding, is not consistent with the terms of the management agreement that the City Council recently approved with GreatLife Golf. The repayment of the portion of the financing was something that staff was aware of prior to entering into the management agreement, but it was determined that repayment of the required portion of the financing would be beneficial to ensure that the terms of the agreement could be as they are, placing the burden of success on the management company. Staff is requesting permission for the City Manager and the City Attorney to finalize the remedial action, pay down the debt and have the Mayor execute the necessary documentation.

Discussion ensued.

Mayor Whitten asked for action by Council.

A motion made by Mr. Capps to approve the City Manager and the City Attorney to finalize the remedial action, pay down the debt and have the Mayor execute the necessary documentation. Seconded by Mr. Hayes with 5 yeas from Mr. Capps, Mr. Hayes, Ms. Brown, Mr. Rencich, Mr. Blocker with 0 nays, motion carried.

10.2 Downtown Parking Lot

Mr. Bolduc, City Manager stated that this item includes a budget for the downtown parking lot. He reviewed the budgeted items and costs. Staff respectfully requests the approval of the new Downtown Parking Lot project, with a "not to exceed cost" of \$310,000. Funding is available at this time in fundbalance.

Discussion ensued.

Mayor Whitten asked for action.

A motion made by Ms. Brown to approve the new Downtown Parking Lot project, with a cost “not to exceed cost” of \$310,000. Seconded by Mr. Hayes with 5 yeas from Ms. Brown, Mr. Hayes, Mr. Blocker, Mr. Capps, Mr. Rencich with 0 nays, motion carried.

11. City Clerk Report

Ms. Roy, City Clerk informed Council that there will be some upcoming workshops, budget workshops and meetings a finalized schedule will be sent out so please make sure you can be there. These meetings are important.

11.1 League of Cities Dinner-Fort Walton

Ms. Roy, City Clerk informed Council to please make sure they show up to this dinner if they signed up.

12. City Manager Report

12.1 Crestview Commons

Mr. Bolduc, City Manager informed Council that the work has begun on Crestview Commons. He gave some details concerning the construction and opening of Crestview Commons.

A brief discussion ensued.

12.2 Audit Report

Mr. Bolduc, City Manager briefly spoke about the audit report.

12.3 Downtown Mobility Plan

Mr. Bolduc, City Manager requested for the Council to approve the Mayor signing the Task Order for Matrix.

A motion was made by Mr. Rencich to approve for the Mayor to sign the Task Order. Seconded by Mr. Hayes with 5 yeas from Mr. Rencich, Mr. Hayes, Mr. Blocker, Ms. Brown, Mr. Capps with 0 nays, motion carried.

12.4 Tentative Milage

Mr. Bolduc, City Manager stated that at the next meeting Council will be presented with a financial update, conversations about the upcoming budget and at the next meeting you all will set the Tentative Milage rate.

Discussion ensued.

13. Comments from the Mayor and Council

Mr. Capps commended the City Manager and Staff about their response and handling of complaints that come up on social media.

Mr. Rencich gave thanks to those sitting in the Chamber and words for those who complain.

Ms. Brown informed those in attendance about an educational program offered at the library.

Mr. Blocker requested that the configuration of the Council Chamber to be redone.

Mr. Hayes appreciates the moving forward of the City and is looking forward to having Town Hall meetings to inform and to communicate more with the public.

Mayor Whitten gave thanks to the great effort done by the City for the 4th of July event. He noted that the Citizen Advisory Council is taking applications. Mayor Whitten requested a policy concerning the naming of a project.

Discussion ensued.

14. Comments from the Audience

15. Adjournment

This meeting was adjourned by Mayor Whitten at 6:54 p.m.

Elizabeth M. Roy
City Clerk

J B Whitten
Mayor

Minutes approve this _____ day of _____, 20__.



Staff Report

CITY COUNCIL MEETING DATE: August 23, 2021

TYPE OF AGENDA ITEM: 2nd Reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/17/2021
SUBJECT: Ordinance 1827 - Covell Road Comprehensive Plan

BACKGROUND:

On June 2, 2021, staff received an application to amend the comprehensive plan and zoning designations for property located at 240 Covell Road.

The subject property is currently located within the city limits with a future land use and zoning designation of Mixed Use.

The application requests the Commercial future land use designation for the property.

The Planning and Development Board recommended approval of the request on August 2, 2021, and the first reading was on August 9, 2021.

DISCUSSION:

The property description is as follows:

Property Owner: The Waters At Redstone LLC
Parcel ID: 28-3N-23-0000-0007-0000
28-3N-23-0000-0007-0010
Site Size: 2.01 acres
Current FLU: Mixed Use
Current Zoning: Mixed Use
Current Land Use: Vacant

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

Direction	FLU	Zoning	Existing Use
North	Commercial	Commercial C-1	Vacant
East	Mixed Use	Mixed Use	Single Family
South	Public Lands	Public Lands	Municipal
West	Mixed Use	Mixed Use	Office Building

The subject property is currently vacant, and a development application has not been submitted.

Staff reviewed the request for a comprehensive plan amendment and finds the following:

- The proposed future land use map designation is compatible with the surrounding area.
- The proposed future land use map designation is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment involves less than 10 acres.
- The proposed amendment does not involve a text change to goals, policies, and objectives of the comprehensive plan. It only proposes a land use change to the future land use map for a site-specific small-scale development.
- The subject property is not located within an area of critical state concern.

Courtesy notices were mailed to property owners within 300 feet of the subject property on June 14, 2021. The property was posted on July 19, 2021. An advertisement ran in the Crestview News Bulletin on July 21, 2021.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

FINANCIAL IMPACT

The fees for the comprehensive plan amendment have been waived for this application as the parcels will be combined with the parcel to the north and developed.

The cost of advertising is \$275.54.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1827 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1827

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 MIXED-USE TO COMMERCIAL ON APPROXIMATELY 2.01 ACRES, MORE OR LESS, IN SECTION 28, 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.

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

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

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

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Mixed-Use to Commercial on a parcel of land containing 2.01 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

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

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 2.01 acres of land, more or less, from Mixed Use to Commercial. For the purposes of this Ordinance and Comprehensive Plan Amendment, the 2.01 acres, more or less, is known as Parcels 28-3N-23-0000-0007-0000 and 28-3N-23-0000-0007-0010 and commonly described as:

Commencing at the Southwest corner of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, proceed North 89° 35' 49" East 668.53 feet along the North right of way line of Covell Road to the Point of

Beginning; thence North 210.00 feet; thence North 89° 35' 49" East 210.00 feet; thence South 210.00 feet to the North right of way line of Covell Road; thence South 89° 35' 49" West 210.00 feet along said right of way to the Point of Beginning.

Parcel Identification Number: 28-3N-23-0000-0007-0000 and

Commencing at the Southwest corner of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, proceed North 89° 35' 49" East 878.53 feet along the North right of way line of Covell Road to the Point of Beginning; thence North 210.00 feet; thence North 89° 35' 49" East 210.00 feet; thence South 210.00 feet to the North right of way line of Covell Road; thence South 89° 35' 49" West 210.00 feet along said right of way to the Point of Beginning.

Parcel Identification Number: 28-3N-23-0000-0007-0010

The Commercial Future Land Use Category is hereby imposed on Parcels 28-3N-23-0000-0007-0000 and 28-3N-23-0000-0007-0010. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcels 28-3N-23-0000-0007-0000 and 28-3N-23-0000-0007-0010 thereon.

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

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

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

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

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

**PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW,
FLORIDA ON THE _____ DAY OF _____, 2021.**

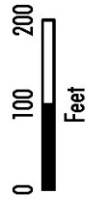
ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ **DAY OF** _____, 2021.

J. B. WHITTEN
Mayor

Adopted Future Land Use



Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

Public Lands (PL)

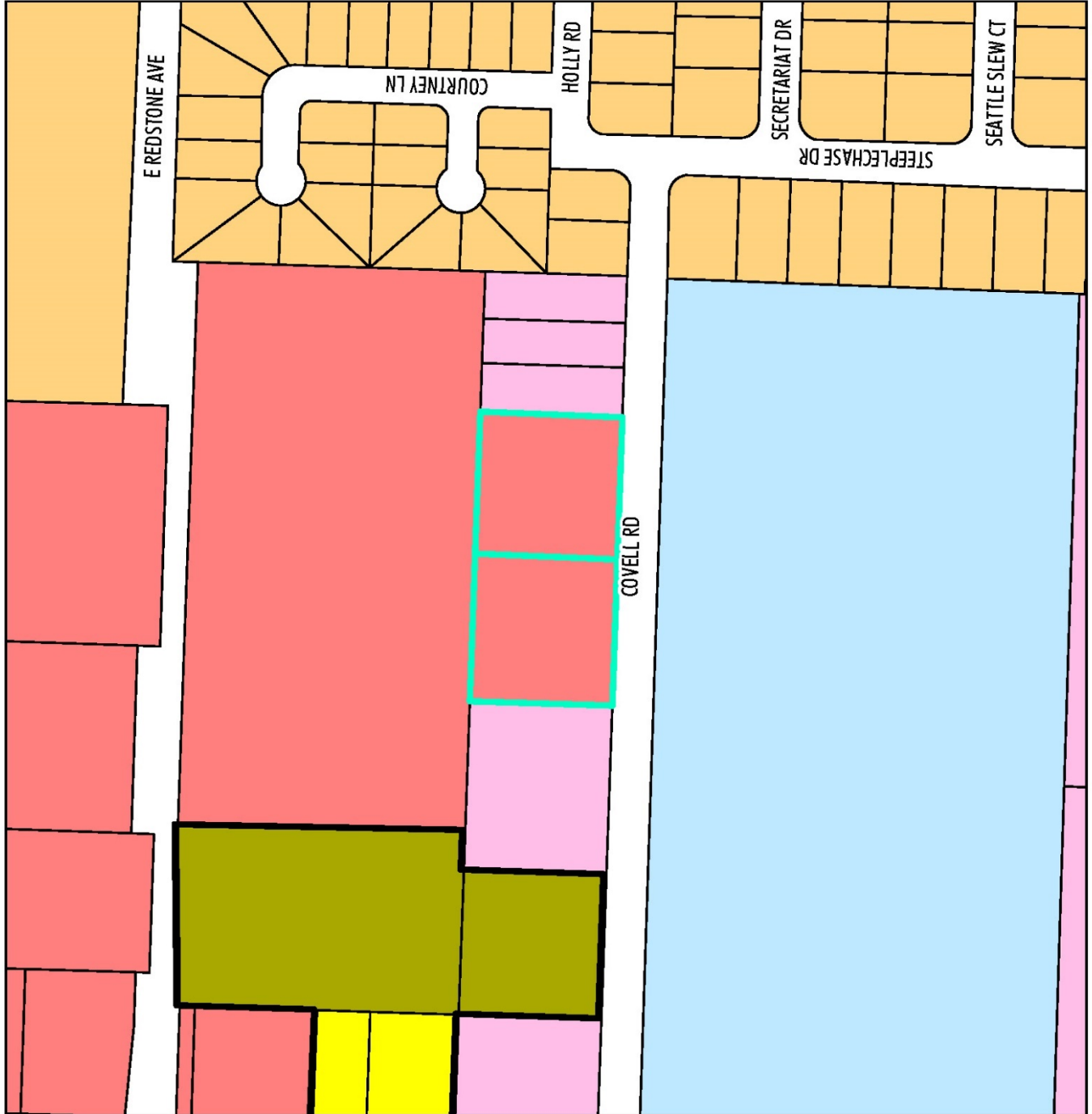
Residential (R)

County Future Land Use

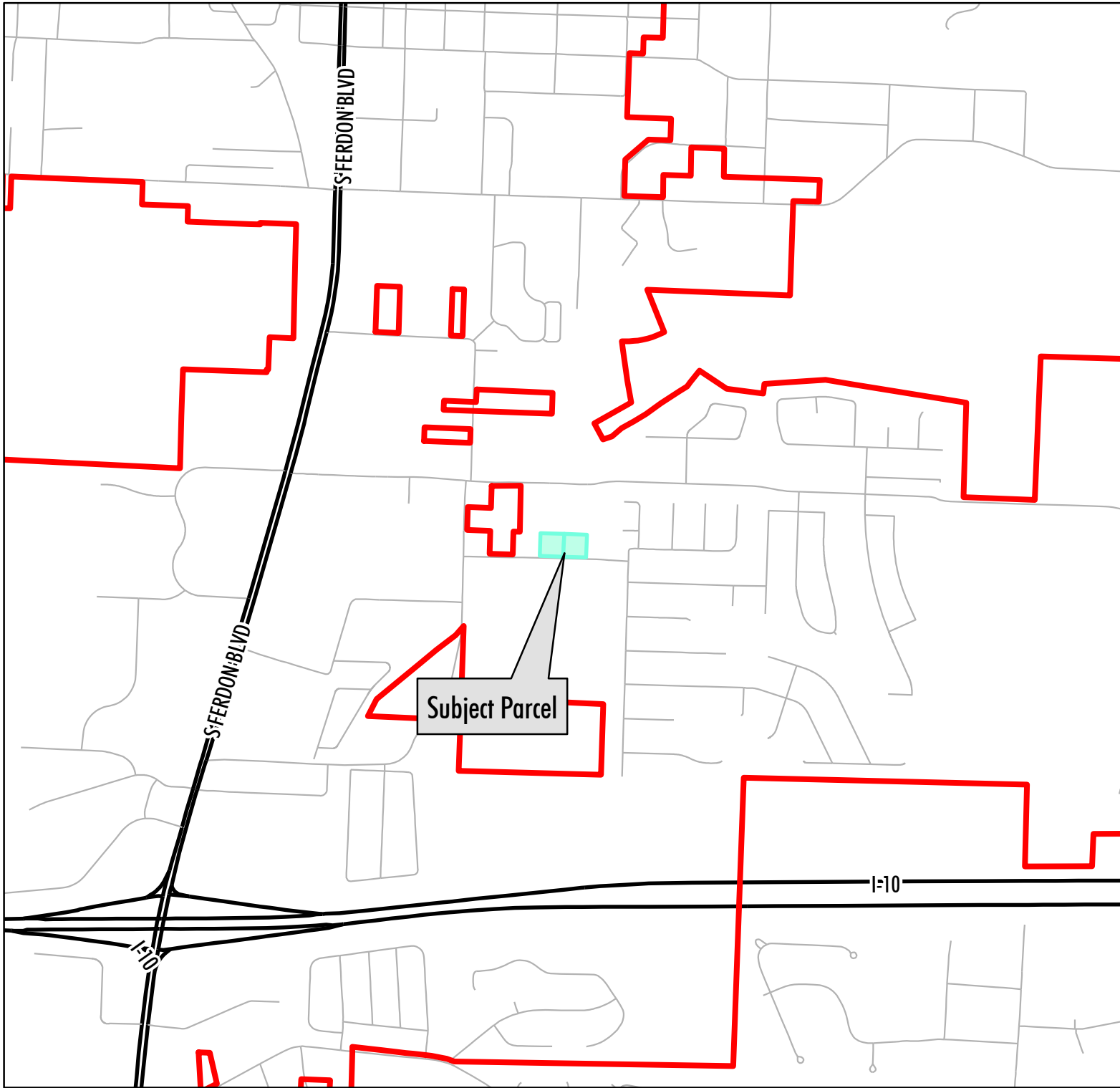
Low Density Residential (LDR)

Mixed Use (MU)

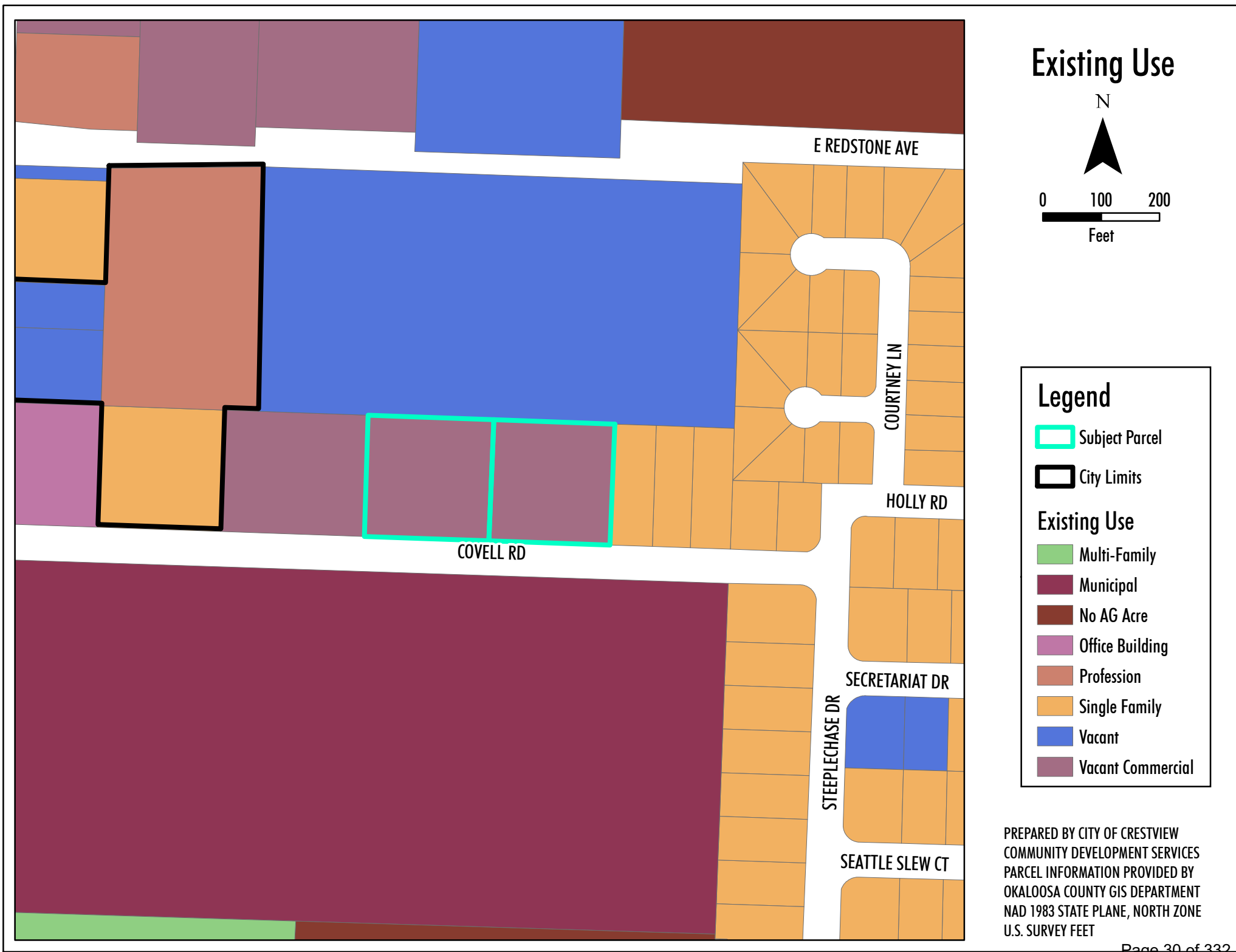
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



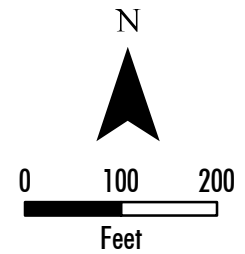
Vicinity Map



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

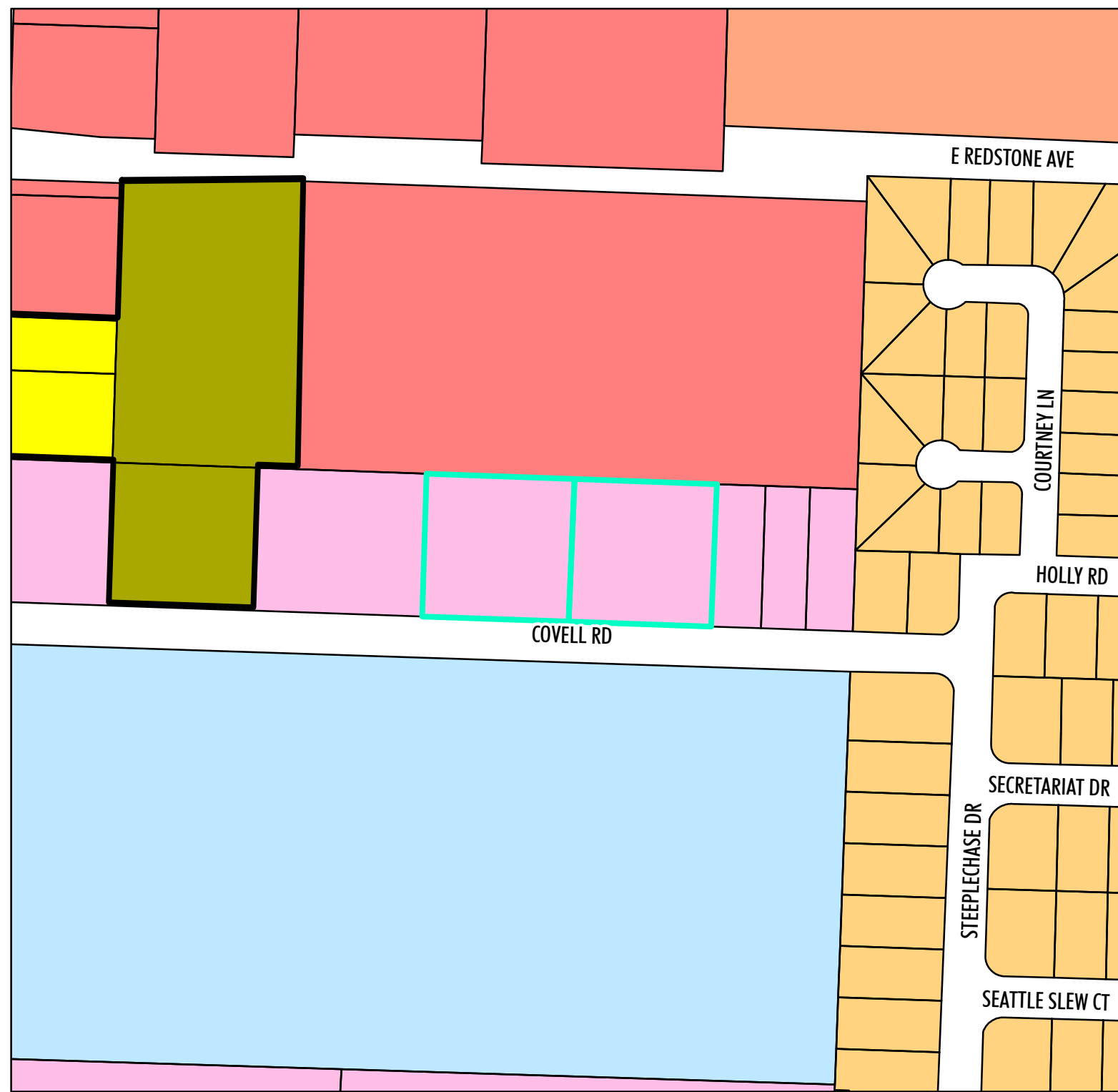


Current Zoning



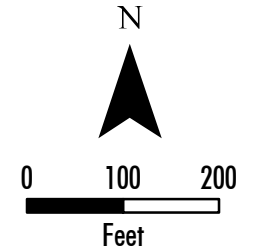
Legend

-  Subject Parcel
-  City Limits
- City 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 (IN)
 -  Public Lands (P)
 -  Conservation (E)
- County Zoning**
 -  Residential - 1 (R-1)
 -  Mixed Use (MU)



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COMMUNITY DEVELOPMENT SERVICES
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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Zoning



Legend

Subject Parcel

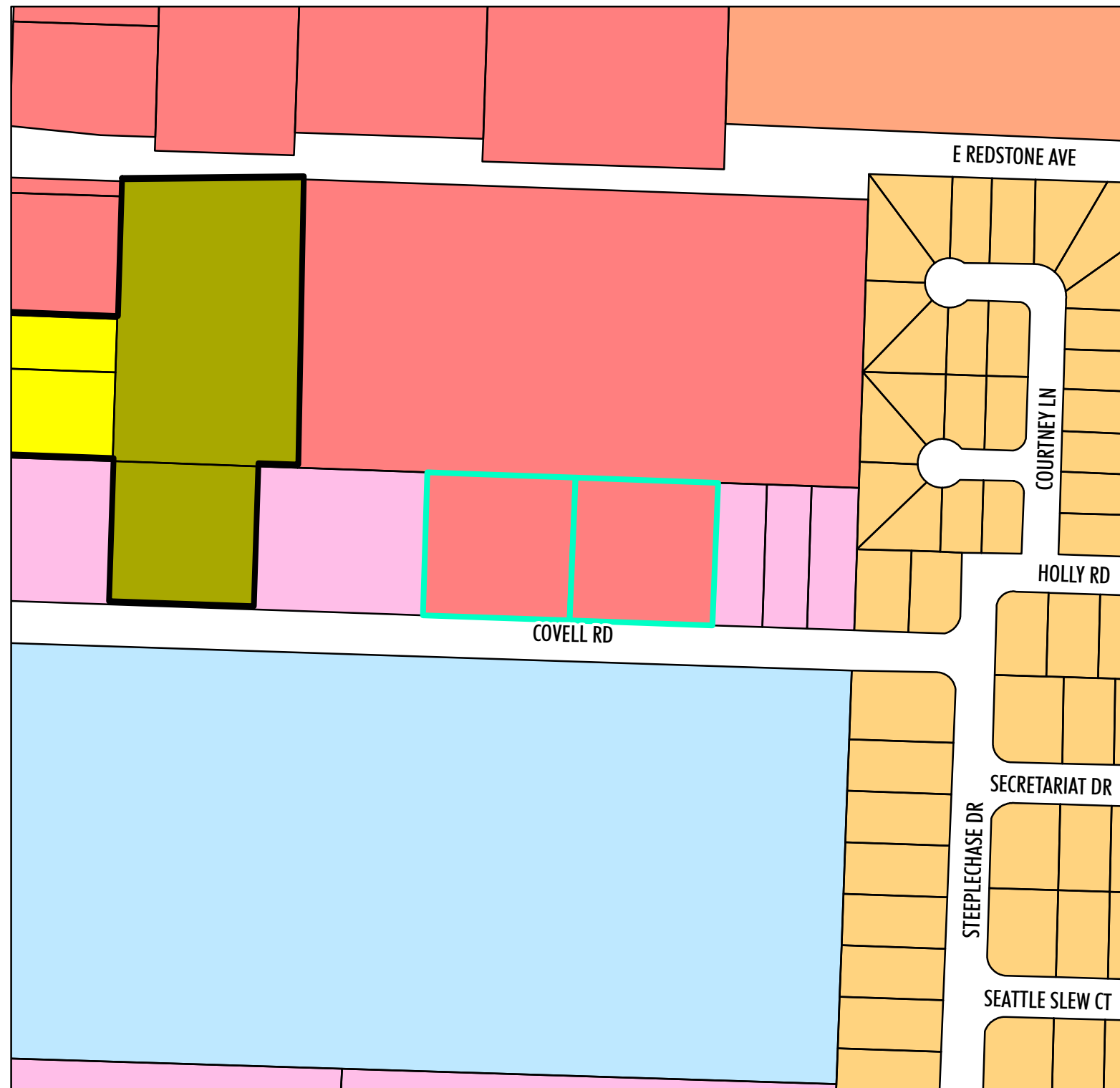
City Limits

City 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 (IN)
- Public Lands (P)
- Conservation (E)

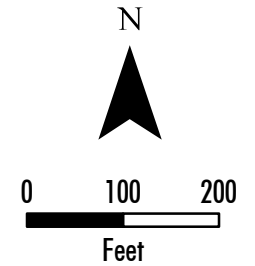
County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)



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COMMUNITY DEVELOPMENT SERVICES
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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Current Future Land Use



Legend

Subject Parcel

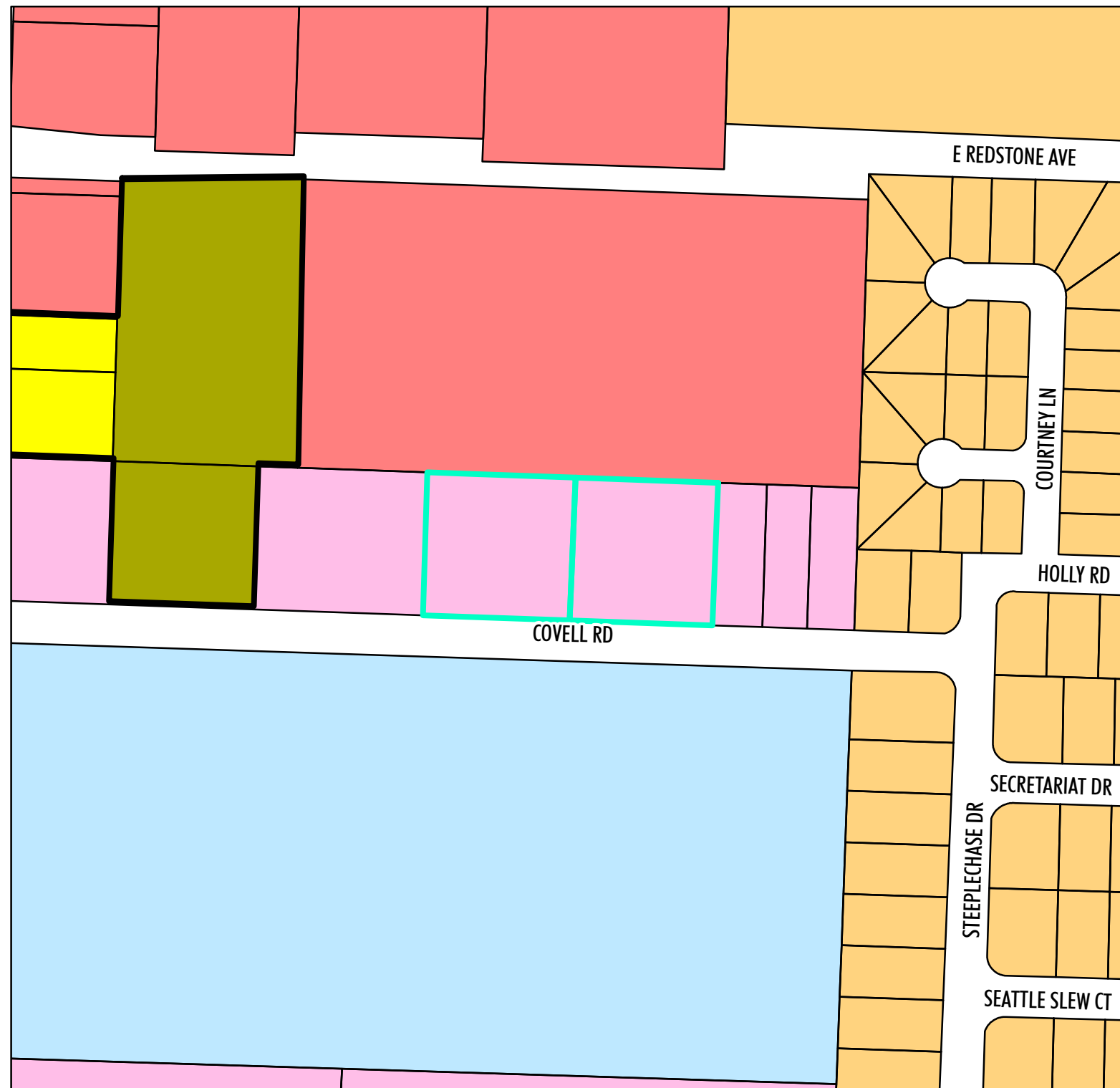
City Limits

City Future Land Use

- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

- Low Density Residential (LDR)
- Mixed Use (MU)



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

Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

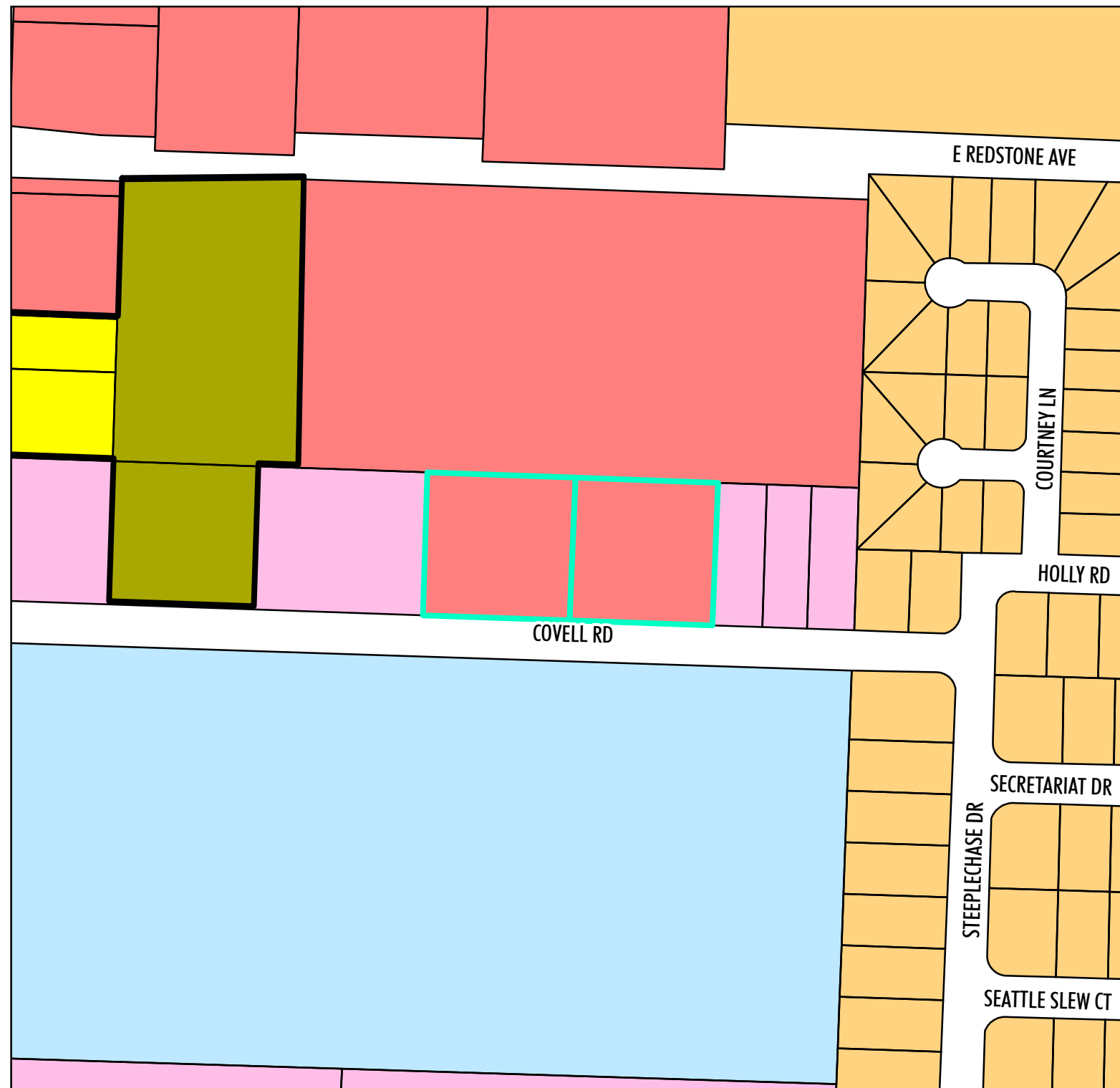
City Future Land Use

-  Commercial (C)
-  Industrial (IN)
-  Mixed Use (MU)
-  Conservation (CON)
-  Public Lands (PL)
-  Residential (R)

County Future Land Use

-  Low Density Residential (LDR)
-  Mixed Use (MU)

PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
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U.S. SURVEY FEET





Staff Report

CITY COUNCIL MEETING DATE: August 23, 2021

TYPE OF AGENDA ITEM: 2nd Reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/17/2021
SUBJECT: Ordinance 1828 - Covell Road Rezoning

BACKGROUND:

On June 2, 2021, staff received an application to amend the comprehensive plan and zoning designations for property located at 240 Covell Road.

The subject property is currently located within the city limits with a future land use and zoning designation of Mixed Use.

The application requests the Commercial C-1 zoning designation for the property.

The Planning and Development Board recommended approval of the request on August 2, 2021, and the first reading was on August 9, 2021.

DISCUSSION:

The property description is as follows:

Property Owner: The Waters At Redstone LLC
Parcel ID: 28-3N-23-0000-0007-0000
28-3N-23-0000-0007-0010
Site Size: 2.01 acres
Current FLU: Mixed Use
Current Zoning: Mixed Use
Current Land Use: Vacant

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

Direction	FLU	Zoning	Existing Use
North	Commercial	Commercial C-1	Vacant
East	Mixed Use	Mixed Use	Single Family
South	Public Lands	Public Lands	Municipal
West	Mixed Use	Mixed Use	Office Building

The subject property is currently vacant, and a development application has not been submitted.

Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on June 14, 2021. The property was posted on July 19, 2021. An advertisement ran in the Crestview News Bulletin on July 21, 2021.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

FINANCIAL IMPACT

The fees for the rezoning request have been waived for this application as the parcels will be combined with the parcel to the north and developed. There is no additional cost of advertising as the rezoning request was included in the advertisement for the comprehensive plan amendment.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1828 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1828

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 2.01 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE 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.

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

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

SECTION 2 – PROPERTY REZONED. The following described 2.01 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 2.01 acres, more or less, being formerly zoned Mixed Use with the Commercial Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1827, is hereby rezoned to Commercial C-1 to wit:

Commencing at the Southwest corner of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, proceed North 89° 35' 49" East 668.53 feet along the North right of way line of Covell Road to the Point of Beginning; thence North 210.00 feet; thence North 89° 35' 49" East 210.00 feet; thence South 210.00 feet to the North right of way line of Covell Road; thence South 89° 35' 49" West 210.00 feet along said right of way to the Point of Beginning.

Parcel Identification Number: 28-3N-23-0000-0007-0000 and

Commencing at the Southwest corner of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, proceed North 89° 35' 49" East 878.53 feet along the North right of way line of Covell Road to the Point of Beginning; thence North 210.00 feet; thence North 89° 35' 49" East 210.00 feet; thence South 210.00 feet to the North right of way line of Covell Road; thence South 89° 35' 49" West 210.00 feet along said right of way to the Point of Beginning.

Parcel Identification Number: 28-3N-23-0000-0007-0010

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

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

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

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

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

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

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1827 and becomes legally effective.

**PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW,
FLORIDA ON THE _____ DAY OF _____, 2021.**

ATTEST:

ELIZABETH M. ROY
City Clerk

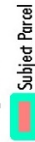
APPROVED BY ME THIS _____ DAY OF _____, 2021.

J. B. WHITTEN
Mayor

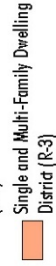
Adopted Zoning



Legend



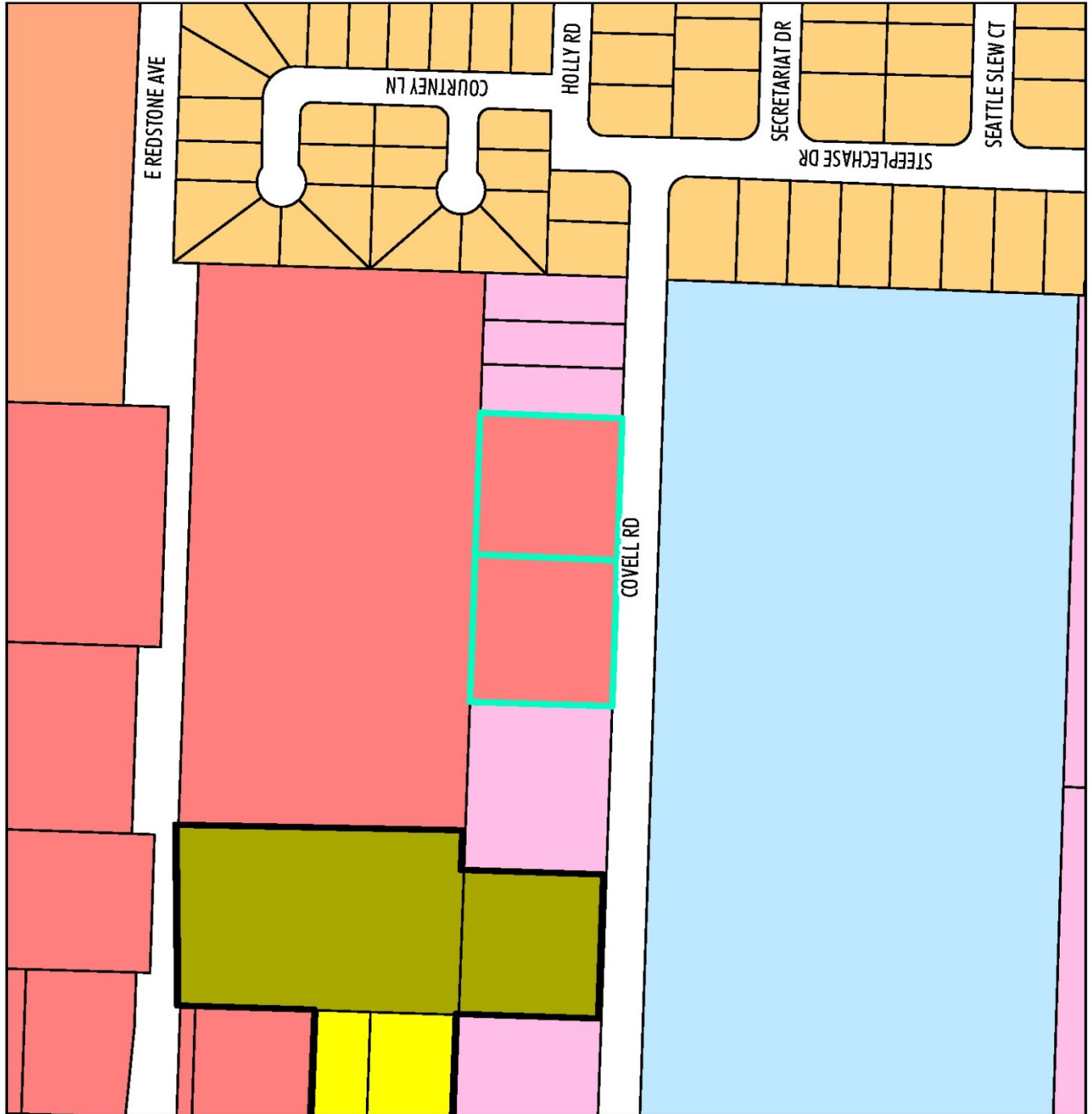
City Zoning



County Zoning



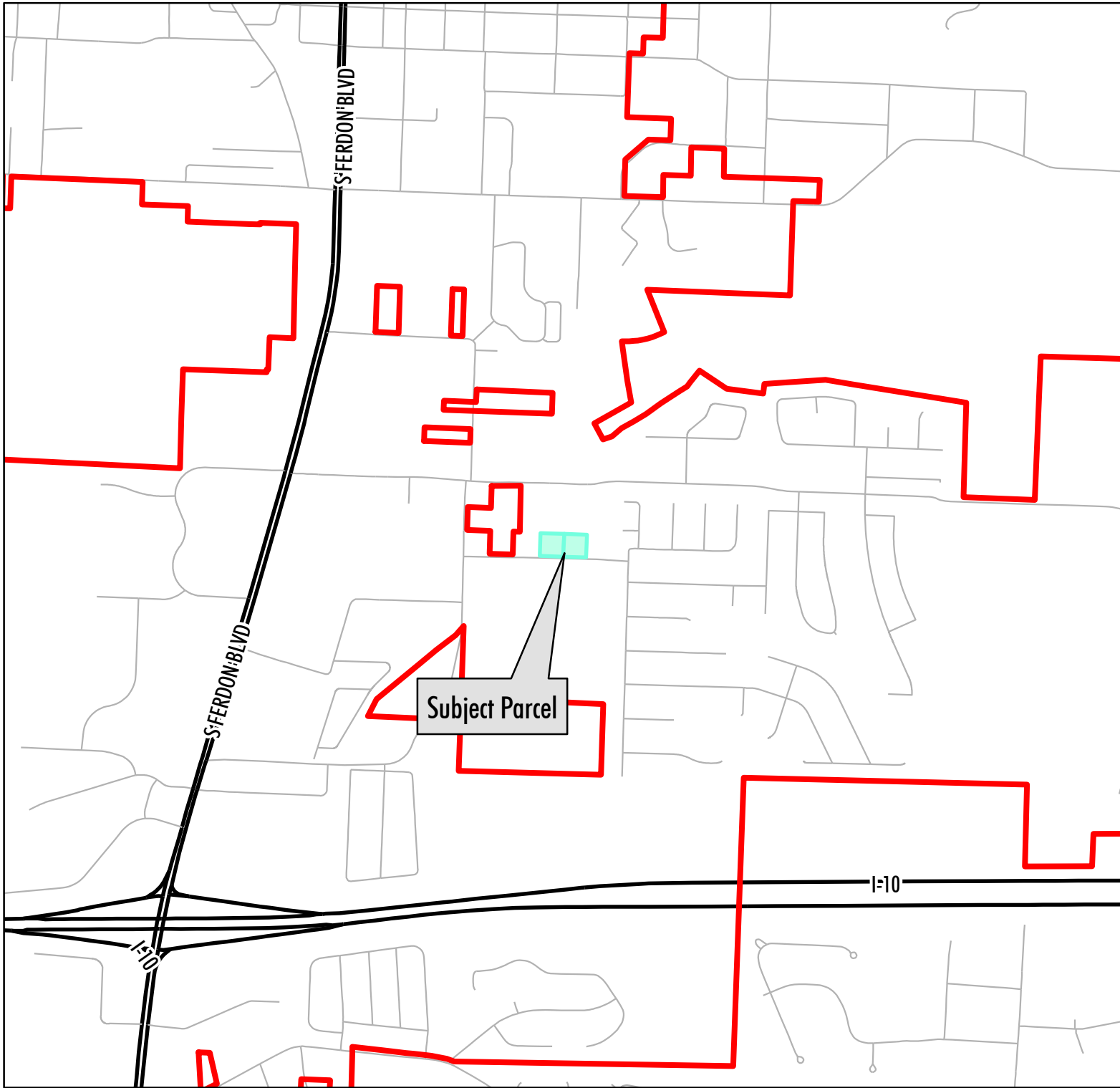
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



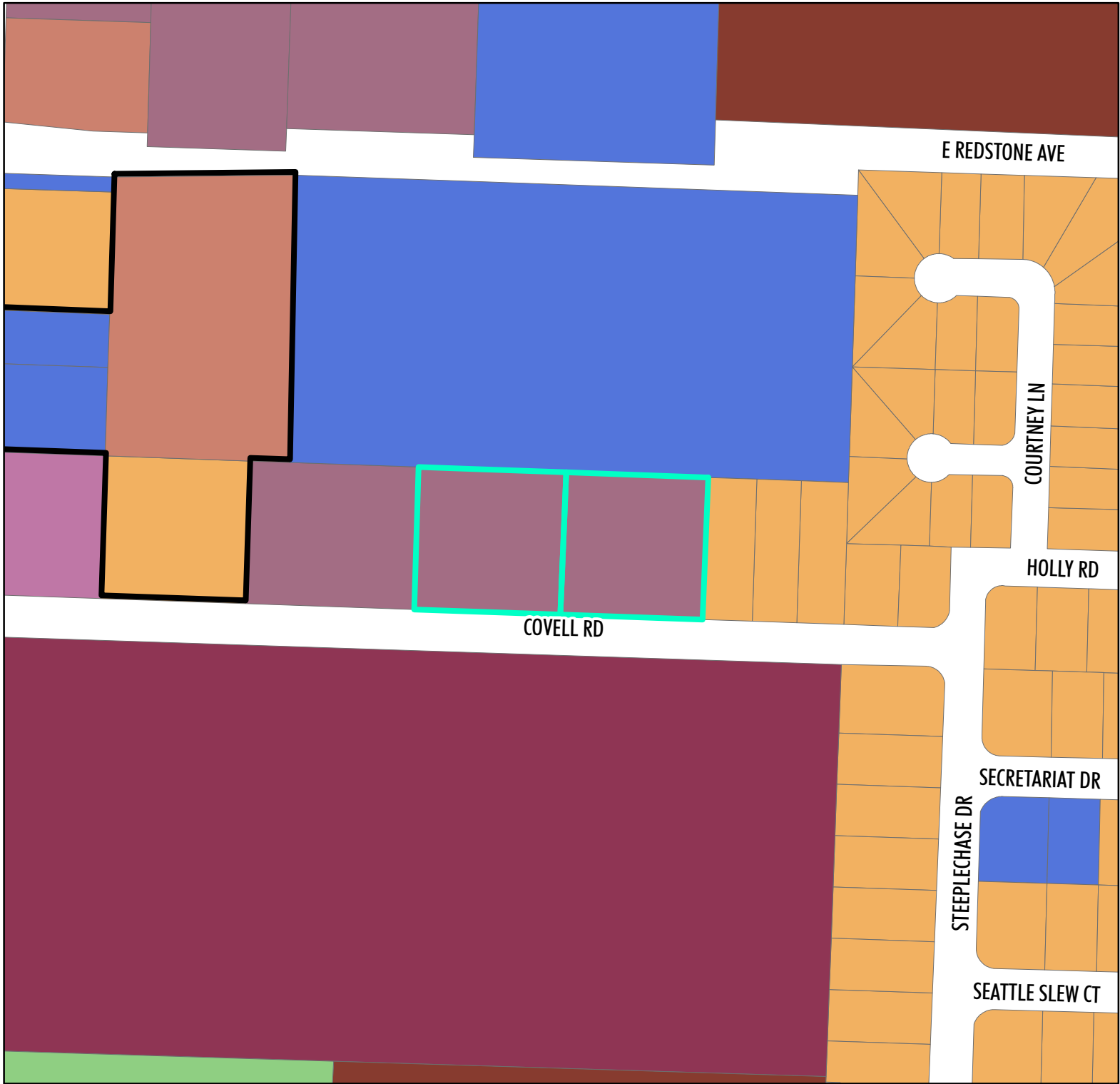
Vicinity Map



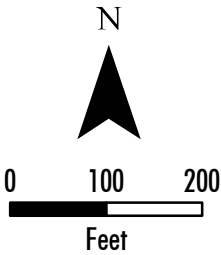
Not to Scale



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



Existing Use

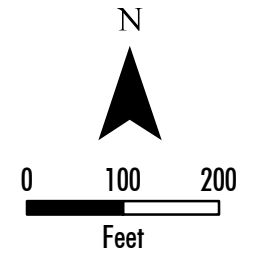


Legend

- Subject Parcel
- City Limits
- Existing Use**
 - Multi-Family
 - Municipal
 - No AG Acre
 - Office Building
 - Profession
 - Single Family
 - Vacant
 - Vacant Commercial

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

Current Zoning



Legend

Subject Parcel

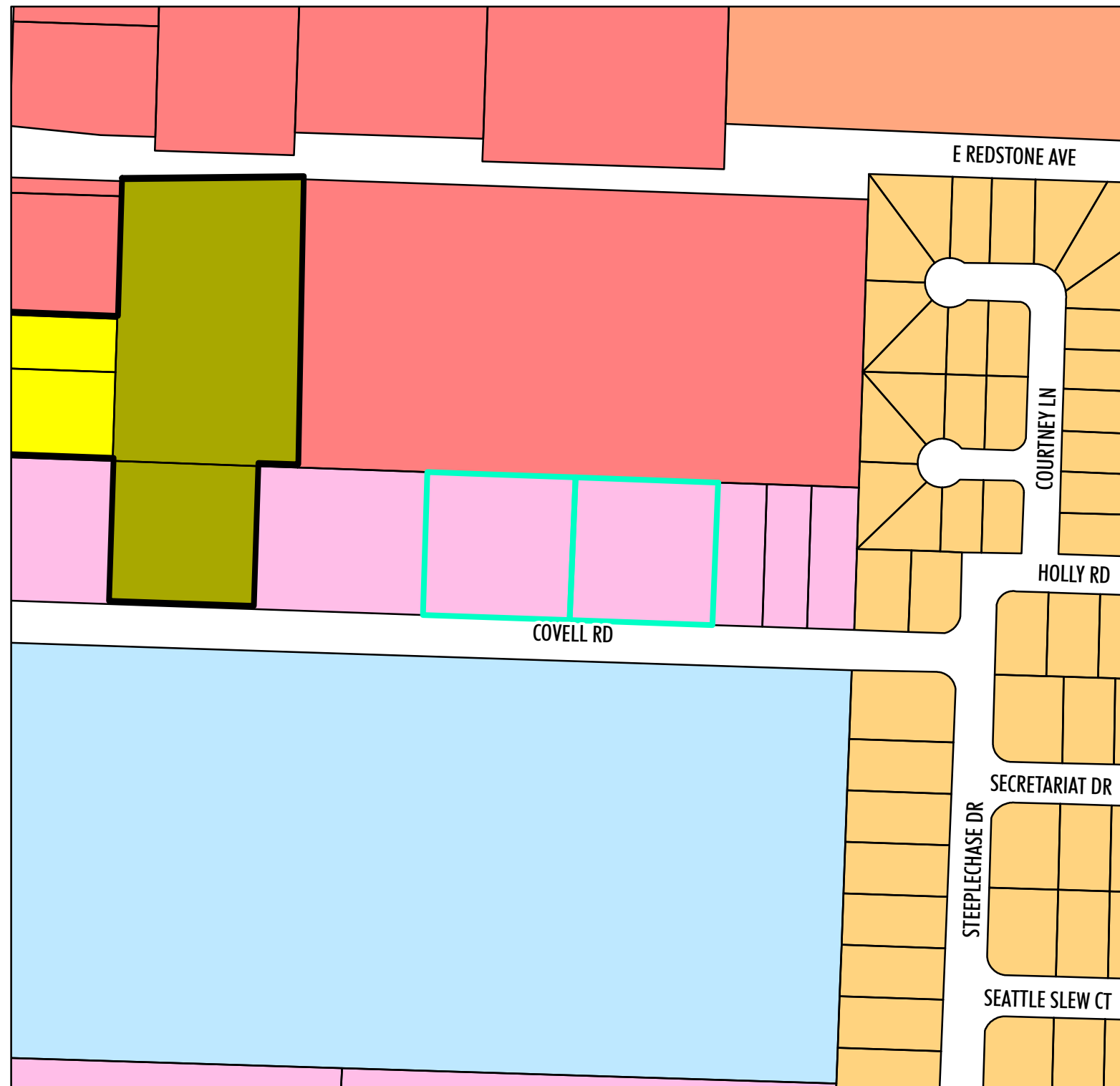
City Limits

City 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 (IN)
- Public Lands (P)
- Conservation (E)

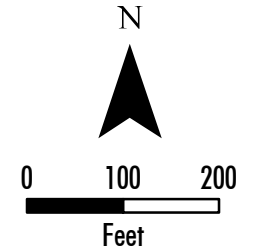
County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)



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

Proposed Zoning



Legend

 Subject Parcel

 City Limits

City 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 (IN)

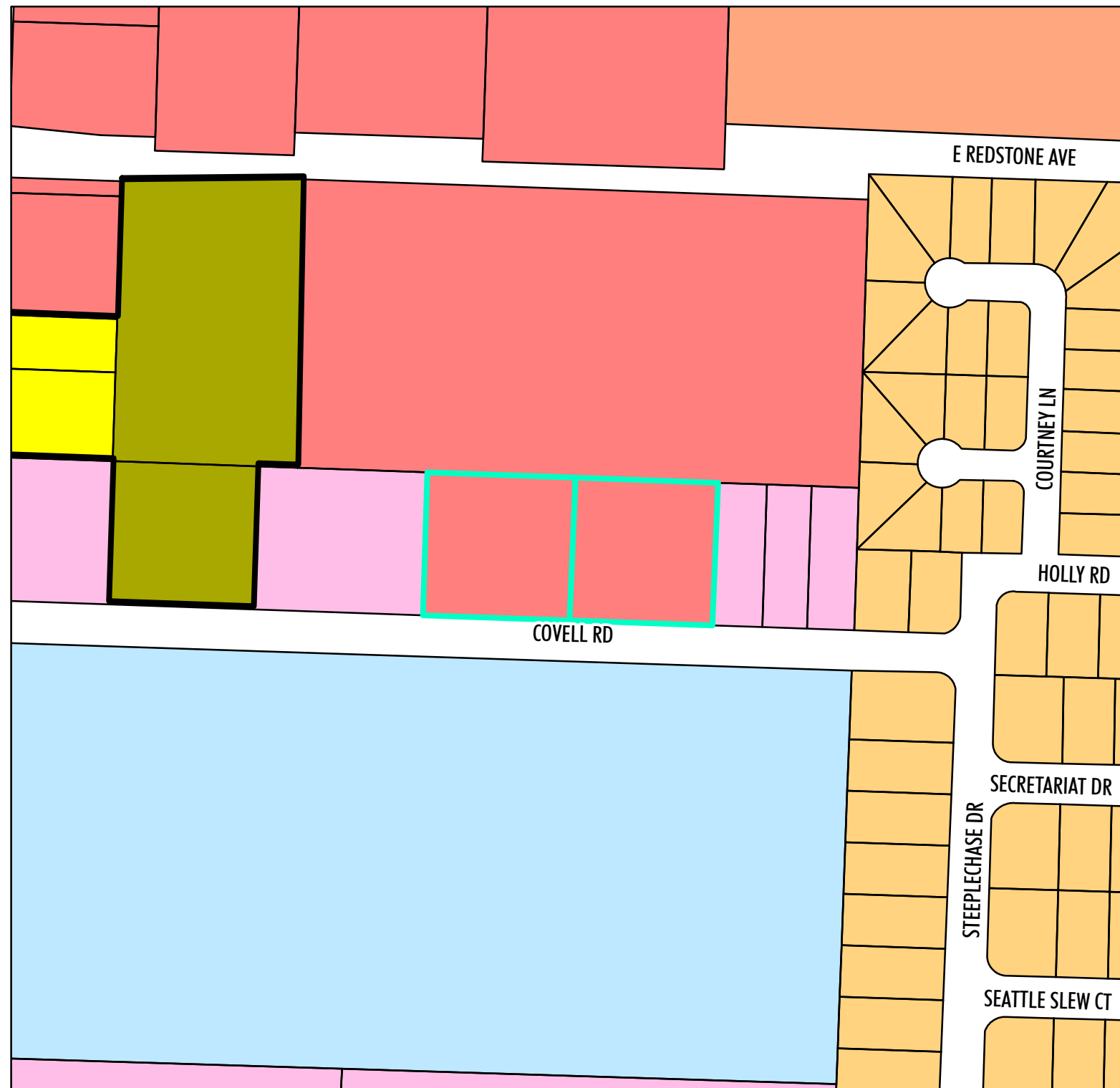
 Public Lands (P)

 Conservation (E)

County Zoning

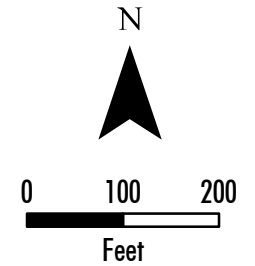
 Residential - 1 (R-1)

 Mixed Use (MU)



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

Current Future Land Use



Legend

Subject Parcel

City Limits

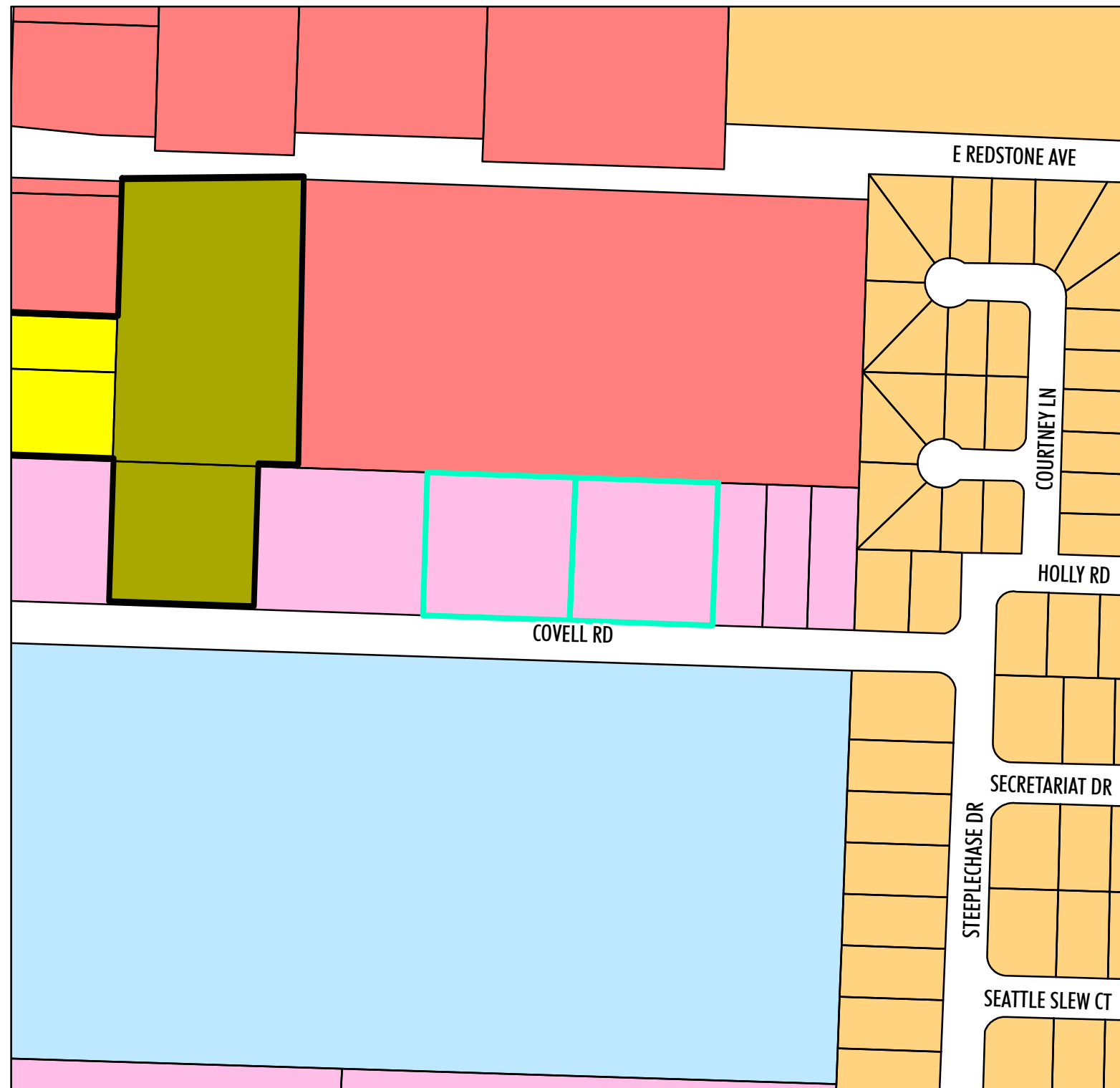
City Future Land Use

- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

- Low Density Residential (LDR)
- Mixed Use (MU)

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



Proposed Future Land Use



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Feet

Legend

 Subject Parcel

 City Limits

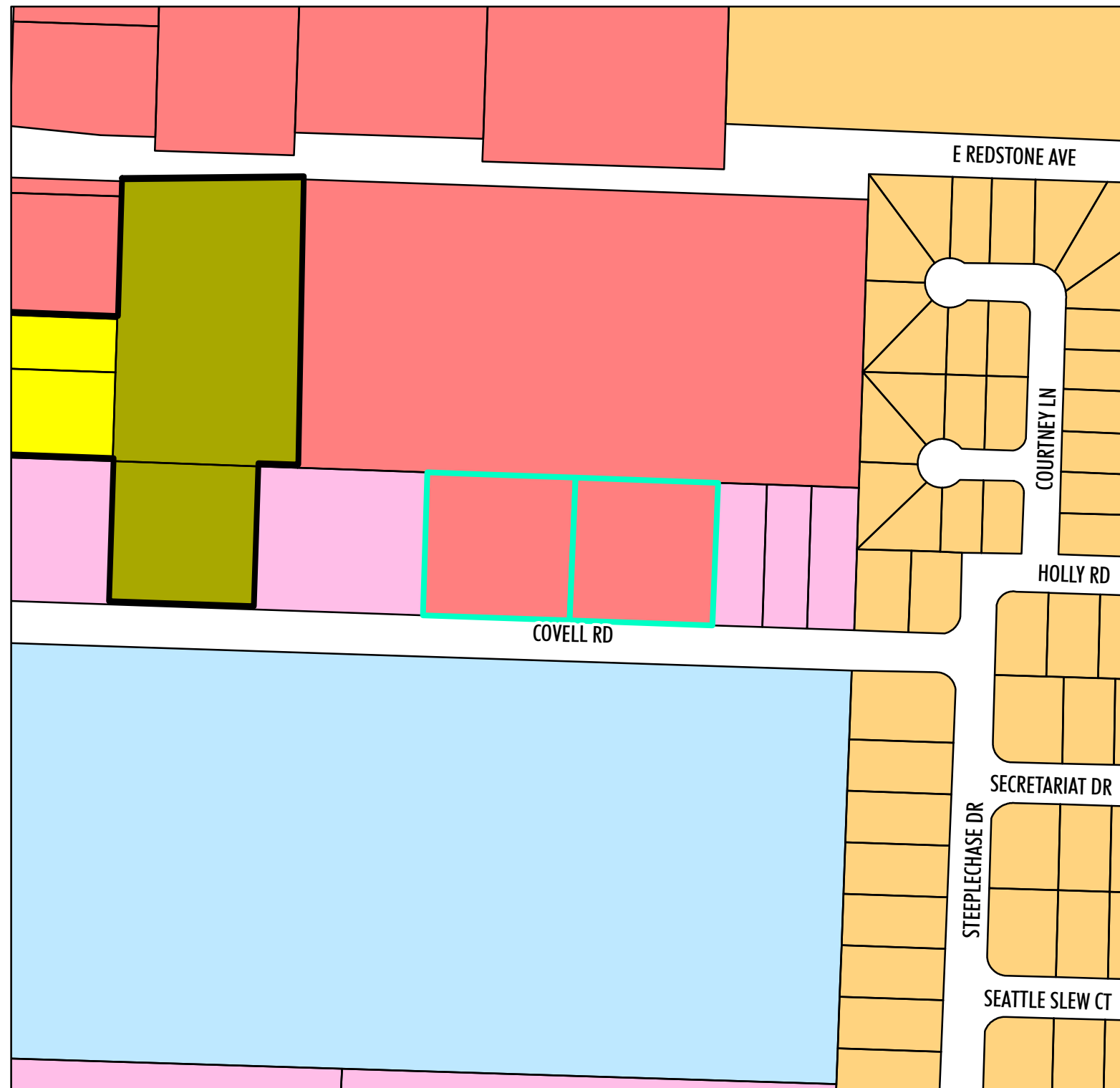
City Future Land Use

-  Commercial (C)
-  Industrial (IN)
-  Mixed Use (MU)
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County Future Land Use

-  Low Density Residential (LDR)
-  Mixed Use (MU)

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





Staff Report

CITY COUNCIL MEETING DATE: August 23, 2021

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/17/2021
SUBJECT: Ordinance 1830 - Land Development Code Amendments

BACKGROUND:

In the first quarter of 2021, a number of significant changes were made to the City's Land Development Code, zoning map, future land use map, and Comprehensive Plan. The need for these amendments were identified by staff due to the zoning and future land use map having a number of inconsistencies and problem areas, as well as the Land Development Code having been a document that was added to over many decades, making it very difficult to read and interpret, as well as difficult to efficiently utilize.

DISCUSSION:

Since the passage of the changes to the maps and Land Development Code, and with having to put the Code into practice for about 6 months, staff has identified a number of subjects that need to be made present in the Code, as well as a number of items that need to be revised to allow citizens and developers the most freedom to do what they want on their property, while not creating any situations that would negatively impact other citizens of Crestview.

These changes include:

1. Amendments to Chapter 7 in regards to accessory structures and fence placement.
2. Amendments to Chapter 7 in regards to recent legislation passed by the State preempting our authority to require certain things for Mobile Food Dispensing Vehicles.
3. Amendments to Chapter 7 and 4 to create a supplemental standard for Food Truck Sites as a primary property use.
4. Addition of provisions in Chapter 4, 6, and 7 to allow for for-sale duplexes and to add provisions for townhome developments.
5. Amendments to the Landscaping Requirements of Chapter 6 to revise development requirements and provide for information originally missed in the adopted code.
6. One revision within Chapter 5 to correct an out-of-date reference to a City code that has since changed.

This Ordinance 1830 would serve to make the above revisions, more specifically shown in the Land Development Code attachment to this agenda item.

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.

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 six areas focus on the overall experience when provided by the city.

Safety – Ensure the continuous safety of citizens and visitors.

Mobility – Provide safe, efficient and accessible means for mobility.

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

FINANCIAL IMPACT

This item will have no impact on the City budget.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1830 and move to second reading.

Attachments

1. City of Crestview Land Development Code Proposed Amendments
2. City of Crestview Land Development Code Proposed Amendments - Sections Only

ORDINANCE: 1830

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE AMENDMENT OF PORTIONS OF CHAPTERS FOUR, FIVE, SIX, AND SEVEN OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 2 – LAND DEVELOPMENT CODE AMENDMENTS. Chapters four, five, six and seven of the Land Development Code are to correct and revise various elements of the Code that are not consistent with the original intent of the Code. Additionally, these amendments create standards for various types of development that exist within the City currently, and that are likely to develop in the future (Townhouses, Duplexes, and Food Truck Sites). The intention of these amendments are to correct standards that were erroneously excluded from the original code, and add those which are consistent with development that currently exists in the City.

Section 4.06.00 – Land Uses Permissible in each zoning district is hereby amended by the addition of supplemental standards for townhouses and food truck sites, as attached.

Section 5.05.14 – Recreational Vehicles and Park Trailers is hereby amended to correct a code reference that has since changed since the adoption of the Land Development Code, as attached.

Section 6.01.02 – Residential Design Standards is hereby amended by the addition of subsection M, providing for additional duplex standards, as attached.

Section 6.08.08 – Requirements - Right-of-way Landscape Buffer Yard is hereby amended to remove shrub requirements in subsections D and E as well as amend Table 6.08.08 - Required Buffer Widths, as attached.

Section 7.01.01 – Generally is hereby amended to remove contradictory language within subsection C, as attached.

Section 7.01.02 – Accessory Buildings is hereby amended by the addition of subsection D, and the amendment of subsection A to improve readability, as attached.

Section 7.01.03 – Fences is hereby amended by the revision of footnote 10 and addition of footnote 11 to table 7.01.03 - Standards for Fence Heights, to allow the fence placement requirements to better conform to the original intent of the code section, as attached.

Section 7.03.01 – Detached Accessory Dwellings in Residential Zoning Districts is hereby amended by

the addition of exceptions to the originally adopted language that was not in accordance with the original intent of Section 7.03.01, as attached.

Section 7.05.00 – Supplemental Standards for Special Exception Uses is hereby amended by the addition of sections 7.05.07 and 7.05.08, as attached.

Section 7.06.02 – Mobile Food Dispensing Vehicles is hereby amended to remain compliant with Section 509.102, Florida Statutes.

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

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

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

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

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

**PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW,
FLORIDA ON THE _____ DAY OF _____, 2021.**

ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2021.

J. B. WHITTEN
Mayor



LAND DEVELOPMENT CODE

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CHAPTER 1 GENERAL ADMINISTRATION

1.00.00 - GENERALLY

1.00.01 - Purpose and Intent

- A. The primary purpose of this Land Development Code (LDC) is implementation of the goals and objectives of the City of Crestview Comprehensive Plan (Comprehensive Plan).
- B. This LDC is further intended to accomplish the following:
 - 1. Protecting, promoting, and improving the public health, safety, comfort, order, appearance, convenience, morals, and general welfare;
 - 2. Guiding and accomplishing coordinated and harmonious development in accordance with the existing and future needs of the City;
 - 3. Conserving the value of land, buildings, and resources, and protecting landowners from potential adverse impacts of proposed developments;
 - 4. Protecting the character and maintaining the stability of residential, business, industrial, recreation, and public areas;
 - 5. Guiding and regulating the growth of the City, concentrating the more intense development in areas of high capability and limiting development in areas of low capability;
 - 6. Directing and controlling the type, distribution, and intensity of development; and
 - 7. Being equitable, in terms of consistency, with established regulation and procedures, respecting the rights of property owners while taking into consideration the interests of all the citizens of the City.

1.01.00 - TITLE

This code shall be known as and entitled the "Crestview Land Development Code" and may be referred to as the "LDC."

1.02.00 - AUTHORITY AND JURISDICTION

- A. This LDC is enacted pursuant to the requirements and authority of Chapter 163, Part II, F.S., and Chapter 166, F.S.
- B. The lands subject to this chapter shall include all area within the corporate limits of the city (and, as applicable, any areas to which the city provides municipal services).

1.03.00 - APPLICABILITY

1.03.01 - Generally

Except as otherwise provided in this LDC:

- A. The use of any parcel of land, or any structure, or any combination thereof, within the corporate limits of the City shall be in conformance with the requirements of this LDC.
- B. All development shall conform to the standards, criteria, requirements, and procedures of this LDC.
- C. This chapter is not intended to repeal, abrogate or interfere with any existing easements, covenants or deed restrictions duly recorded in the public records of the city or the county.

1.03.02 - Exceptions

Previously approved projects that are identified as exempt from the provisions of this LDC are exempt only to the extent of the previous approval and are exempt from the provisions of this LDC only to the extent that such provisions are inconsistent with the prior, unexpired approval. Specific requirements regarding existing, valid development orders and permits are set forth in the appropriate chapters.

1.04.00 - ADMINISTRATIVE RESPONSIBILITY FOR IMPLEMENTATION

(Refer to Chapter 3, 3.03.00 - Administrative Decisions Makers and Enforcement Officers, for further and more specific information pertaining to these and other positions.)

1.04.01 - City Manager

The City Manager is the chief administrative official of the City (see the Crestview Code of Ordinances). For the purposes of this LDC, the City Manager is assigned to administer, interpret, and implement the standards, criteria, and procedures of this LDC where the Community Development Services Director or other specific staff position within the City has not been designated for such action.

1.04.02 - Community Development Services Director

The Community Development Services Director, or assignee, is the City staff person designated to issue development orders for expedited development, approve compliance reports, authorize administrative waivers, and other actions required for implementation of this LDC as specifically designated by the Community Development Services Director. The Community Development Services Director shall be responsible for agendas for boards identified in Chapter 3.

1.05.00 - INTERPRETATIONS

1.05.01 - Generally

- A. In interpreting and applying the provisions of this LDC, the provisions shall be held to be the minimum requirements for the promotion of the public health, safety, morals, and general welfare of the community.
- B. In the interpretation and application of this LDC, all standards, provisions, and requirements shall be liberally construed in favor of the objectives and purposes of the City and shall not be construed to limit or repeal any other powers granted to the City under State law.
- C. It is not intended by this LDC to interfere with, abrogate, or annul any easement, covenant, or other agreement between parties.
- D. Specific provisions of this LDC shall be followed in lieu of general provisions that may be in conflict with the specific provision.
- E. Where provisions of this LDC conflict with other regulations, the more stringent restrictions shall be applied.
- F. Where written text and illustrations are in conflict, the written text shall govern.
- G. Where necessary, the Community Development Services Director may at his or her sole discretion ameliorate decisions based on elements of this chapter that are determined to significantly hinder development that is consistent with the purpose and intent of this chapter.

1.05.02 - Responsibility for Interpretation

- A. In the event that any question arises concerning the application of regulations, standards, definitions, development criteria, or any other provision of this LDC, the Community Development Services Director shall be responsible for interpretation. In the interpretation of this LDC, the Community Development Services Director shall be guided by the requirements of the Comprehensive Plan.
- B. Responsibility for interpretation by the Community Development Services Director shall be limited to standards, regulations, and requirements of this LDC, and shall not be construed to include interpretation of any technical codes adopted by reference in this LDC. Interpretation shall not be construed to override the responsibilities given to any commission, board, or official named in other sections or chapters of this LDC.

1.05.03 - Rules for Interpretation of Boundaries

Where uncertainty exists as to the boundaries of any district shown on the official zoning map, the rules set forth in this section shall apply.

- A. Where such district boundaries are indicated as approximately following section or quarter section lines, street lines, alley lines, or lot lines, such lines shall be construed to be such boundaries.
- B. In unsubdivided property or where a district boundary divides a lot, the location of such boundary, unless the boundary is indicated by dimensions, shall be determined by use of the scale appearing on the official zoning map.

- C. Where a district boundary divides the area of a lot unequally, the district classification and regulations of the larger portion shall apply to the remaining smaller portion of the lot.
- D. Where any public street or alley is hereafter officially vacated or abandoned, the regulations applicable to each parcel of abutting property shall apply to that portion of such street or alley added thereto by virtue of such vacation or abandonment.
- E. In case any further uncertainty exists, the City Council shall interpret the intent of the official zoning map as to the location of such boundaries.

1.05.04 - Rules of Construction

The rules of construction set forth in the Crestview Engineering Standards Manual shall apply to the provisions set forth in this LDC.

1.05.05 - Days; Computation of Time

Throughout this LDC, "day" or "days" means calendar days, except where business days are specifically identified. The method required for the computation of time shall be as set forth in the Crestview Code of Ordinances.

1.06.00 - BOARDS

1.06.01 - Generally

- A. The City Council has established the boards identified in this chapter for the purpose of implementing the provisions of this LDC.
- B. All procedures pertaining to matters before the boards are set forth in the appropriate chapters of this LDC.
- C. The City Clerk shall maintain records for all boards and requirements listed in this Chapter.

1.06.02 - Requirements for All Boards

- A. The City Council shall make appointments to boards identified in this chapter, based on the eligibility and board composition requirements, if any, set forth for each board.
 - 1. Specific rules for each board can be found in Chapter 3 - Administrative Procedures.
- B. The City Council shall have authority to revoke any appointment for reasonable cause, including but not limited to, failure to be a resident or qualified elector of the City, conviction of a felony, or conviction of an offense involving moral turpitude while in office.
- C. Absences. The City Council shall revoke the appointment of any board member who fails, without good cause, to attend three (3) consecutive regular board meetings, or a total of four (4) regular meetings or special meetings within any twelve (12) month period. The City Clerk shall determine whether an absence is excused.
- D. Officers.
 - 1. At the last regular meeting of each fiscal year, each board shall elect a chairperson and vice chairperson, both of whom shall serve for the subsequent calendar year.
 - 2. Officers may serve up to two (2) consecutive one (1) year terms.
 - 3. When the chairperson departs, an election shall be held at the next meeting of the board to elect a new chairperson who shall serve for the remainder of the calendar year.
 - 4. The chairman shall be responsible for procedures of meetings and hearings and shall take such action as may be necessary to preserve order and the integrity of all proceedings.
 - 5. The vice Chairperson shall act as Chairperson in the absence of the Chairperson.
- E. Meetings, hearings, and workshops.
 - 1. Each board shall establish a regular meeting day, time, and place.
 - 2. Special meetings and workshops may be called by the Chairperson or upon the majority vote of members at a regular meeting.
 - 3. When required, a public hearing may be held during a regular or special meeting, provided that notice has been given in accordance with the requirements set forth in the appropriate section of this code or State Statute.
 - 4. When a public hearing is a quasi-judicial hearing, the hearing shall comply with the requirements set forth in the appropriate section or State Statute.

- 5. If there is no business scheduled for a regular meeting prior to the deadline for applications, the Chairperson may cancel the regularly scheduled meeting.
- F. Rules of procedure. A board shall take actions and transact business in conformity with the provisions of applicable State law. A board may adopt additional rules of procedure as needed.
- G. Records.
 - 1. Any decision made by a board shall be recorded and entered into the minutes of the meeting or hearing.
 - 2. All records shall be public records as set forth by applicable State law.
 - 3. A board shall keep a record of minutes of meetings and decisions, including recommendations, resolutions, findings, and determinations.
- H. The City Clerk shall be responsible for support to boards, including making a record of meetings, providing required notices, providing notices of vacancies to the City Council, providing notices of absences per Section 1.06.02.C, and other such support as may be required for the appropriate conduct of board business.
- I. Compensation. All board members serve without compensation. However, where travel is required by the City Council, travel expenses shall be paid in accordance with City policy for travel reimbursement.

1.07.00 - DOCUMENTS REFERENCED

The City shall annually publish a list of documents, codes, and manuals which are adopted for regulation of development within the City in addition to this LDC.

CHAPTER 2 ACRONYMS AND DEFINITIONS

2.00.00 – GENERAL

Words used in this Land Development Code (LDC) shall be construed according to the common meaning as defined in a standard dictionary, such as the Merriam-Webster Collegiate Dictionary, or other source, such as The Florida Building Code, or the Florida Statutes. Words not defined shall be given their common and ordinary meaning.

For the purpose of this LDC the following terms, phrases, words, abbreviations and their derivations shall have the following meaning herein given.

When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

The word "shall" is always mandatory and not merely directory.

2.01.00 – ACRONYMS

The following are the most common acronyms used throughout the LDC.

ADA	Americans with Disabilities Act
CRA	Community Redevelopment Agency
DBH (dbh)	Diameter at breast height
DOD	Downtown Overlay District
DO	Development order
DRI	Development of regional impact
EPA	Environmental Protection Agency
ERP	Environmental Resource Permit
FAA	Federal Aviation Administration
FAC	Florida Administrative Code
FBC	Florida Building Code
FCC	Federal Communications Commission
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FLUM	Future Land Use Map
FS	Florida Statutes
ITE	Institute of Transportation Engineers
LDC	Land development code
LOS	Level of service
NEC	National Electric Code
NGVD	National Geodetic Vertical Datum
PUD	Planned Unit Development
ROW	Right-of-way
USACOE	United States Army Corps of Engineers

2.02.00 – DEFINITIONS

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

Access - A way or means of vehicular or pedestrian approach to provide physical entrance to a property.

Accessory Dwelling - A secondary dwelling unit established in conjunction with and clearly subordinate to a principle dwelling, whether part of the same structure as the principle dwelling or a detached dwelling. Accessory dwellings may be called helpers quarters, guest quarters, mother-in-law suites, granny flats, or other similar terms, all having the same meaning as "accessory dwelling."

Accessory Sign - A permanent ground or building sign that is permitted under this Code as incidental to an existing or proposed use of land. Accessory signs advertise only the business located on the premises and is synonymous with the term on-site signs.

Accessory Use or Building - A subordinate use or building customarily incidental to the principle building or use and which is on the same lot or parcel of ground as the principle building or use.

Accessway - The principal means of ingress and egress to a parcel of land from a public right-of-way.

Addition (to an Existing Building) - Any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common loadbearing wall other than a firewall. Any walled and roofed addition which is connected by a firewall or is separated by independent perimeter loadbearing walls is new construction.

Adjacent to A Protected Environmentally Sensitive Area - Any location within 500 feet of the boundary of any protected environmentally sensitive area, whether the location is on or off the development site.

Administrative Permit - Official city document which is issued after the effective date of this chapter which authorizes the commencement of construction or land alteration without need for further application and approval. Administrative permits include all types of construction permits.

Adult Congregate Living Facility - A type of residential care facility, defined in F.S. Chapter 400.

Adverse Effects - Any modifications, alterations, or effects on waters, associated wetlands, or shore lands, including their quality, quantity, hydrology, surface area, species composition, or usefulness for human or natural uses which are or may potentially be harmful or injurious to human health, welfare, safety or property, to biological productivity, diversity, or stability or which unreasonably interfere with the reasonable use of property, including outdoor recreation. The term includes secondary and cumulative as well as direct impacts.

Adversely Affected Person - Any person who is suffering or will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including but not limited to: interests related to health and safety; police and fire protection services; densities or intensities of development; transportation facilities; recreational facilities, equipment, or services; and environmental or natural resources. The alleged adverse effect may be shared in common with other members of the community at large but must exceed in degree the general interest in community good shared by all persons.

Advertising - Sign copy intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

Agricultural Activity - Any farming and forestry operation affecting land or waters such as site preparation, clearing, fencing, contouring, soil preparation, plowing, planting, harvesting, construction of access roads, extraction of stumps and submerged logs, and placement of bridges and culverts.

Alter or Alteration - Work done on a stormwater management system other than that necessary to maintain the system's original design and function.

Alteration of a Watercourse - A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Alternative Site - One or more separate locations within the search ring at which a provider could place its antenna to serve substantially all of the area intended to be served by the site requiring special exception. Alternative sites must be available to the provider on commercially reasonable terms.

Anchor or Anchored - As defined in the Florida Building Code

Animated Sign - A sign that flashes or moves or otherwise changes at intervals more frequently than once each six (6) seconds.

Antenna - Any exterior apparatus designed for the sending and/or receiving of electromagnetic waves for telephonic, radio, television, or personal wireless services.

Appeal - A request for a review of an interpretation from staff by the appropriate party of any provisions of this LDC

Applicant - The person(s) filing the application, the representative of the person(s) filing the application, or the attorney representing the person(s) filing the application.

Application - The application form and supporting documents and, where the context so requires, the variance requested by the application, or special exception required by the application, or the administrative action or interpretation being reviewed by the application.

Appurtenant Structure - A structure which is on the same parcel of property as the principal structure to be insured under the federal flood insurance program and where the use is incidental to the use of the principal structure.

Aquifer - An underground formation, group of formations, or part of a formation that is permeable enough to transmit, store or yield usable quantities of water.

Archaeological Site - A property or location which has yielded or may yield information on the city's and local area's history or prehistory. Archaeological sites are evidenced by the presence of artifacts and features indicating the past use of a location by people.

Architectural Planter - A permanent container within which plantings may be placed to meet the requirements of this code.

Area of Shallow Flooding - A designated AO or VO zone on a community's flood insurance rate map (FIRM) 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 indeterminate, and where velocity flow may be evident.

Area of Special Flood Hazard - The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

Arena or Auditorium or Stadium - An open, partially enclosed or fully enclosed facility primarily used or intended for commercial spectator sports or entertainment. Typical uses include convention and exhibition halls, sports arenas, and amphitheaters.

Artisan Studio - A workplace for a person skilled in an applied art.

As-Built Plans - The amended site development plans specifying the locations, dimensions, elevations, capacities and capabilities of structures or facilities as they have been constructed.

ASCE 24 - A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Associated Wetlands - Any wetland that is adjacent or contiguous to waters, or which has a direct hydrologic connection to waters.

Awning Sign - Any sign attached to, in any manner, or otherwise made a part of any awning or awning-like structure which projects beyond a building or extends along and projects beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Banner Sign - A sign constructed of cloth, paper, or other non-rigid material, with or without frames, and secured at both ends. Flags are not banners.

Base Flood - A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base Flood Elevation - The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement - The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Bench Sign - Any sign painted on or attached to a bench.

Beneficial Functions of a Protected Environmentally Sensitive Area - Those functions, described in the conservation element of the comprehensive plan, that justify designating an area as environmentally sensitive.

Board - Any group established by the City Council for the purposes of implementing the provisions of this LDC, as per the provisions of section 1.06.00.

Breakaway Wall - A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

Buffer Area - The terms "buffer area," "buffer yard" "buffer zone" and "buffer strip" are synonymous to each other as utilized within this code. It is the designated area between different zoning districts.

Building - Any structure built for support, shelter, or enclosure for any occupancy or storage.

Building Face - The furthest extent of any exterior wall of a building

Building Line - The line marking the furthest extent of any extension of each building face

Building Official - The officer or other designated authority charged with the administration and enforcement of the Florida Building Code, or a duly authorized representative. [Also defined in FBC, B, Section 1612.2.]

Building Permit - An official document or certificate issued by the community which authorizes performance of specific activities that are determined to be compliant with the Florida Building Code.

Building Sign - A sign displayed upon or attached to any part of the exterior of a building which projects no more than 12 inches from the building wall to which there are attached, including walls, windows, doors, parapets, marquees, and roof slopes of greater than 45 degrees that form a side of a building or unit.

Canopy Sign - Any message or copy incorporated into or affixed to a canopy attached to a building or walkway.

Capital Improvement - Land acquisition, right-of-way acquisition, site improvements, engineering fees, permitting fees, building and equipment, but excludes maintenance and operation.

Chairman - The chairperson of any board as elected by the board, as per the provisions in section 1.06.00

Changeable Copy Sign - A sign that is designed so that characters, letters, or illustrations can be changed or rearranged without altering the face or the surface of the sign.

Clearing - The removal of trees and brush from a substantial part of the land but shall not include mowing of grass.

Code - The Codified Ordinances of the City of Crestview, Florida, unless otherwise designated.

Commercial Vehicle - Any vehicle whether motor-driven or towed, and used constructed or equipped for the transportation of goods, wares, merchandise, tools, or equipment in the trade, commerce or industry. The following vehicles shall be excluded from the effect of this LDC: Passenger vehicles including station wagons, SUVs, and vehicles constructed for recreational purposes or other non commercial purposes, vehicles used by governmental agencies for official business, and vehicles which are or may be required to be similarly identified by State or Federal law

Commercially Developed Parcel - A parcel of property on which there is at least one walled and roofed structure used, or designed to be used, for other than residential or agricultural purposes.

Commissary - A public food service establishment licensed by the division or a food establishment permitted by the department of agriculture and consumer services, which is utilized by a mobile food dispensing vehicle for the purpose of providing all required support services, including potable water and wastewater disposal that are not available on the mobile food dispensing vehicle. (61-C-0001 FAC.)

Common Open Space - An area of land, or an area of water, or combination of land and water within the area of a subdivision which is designed and intended for the use or enjoyment by residents of the subdivision in common. Common open space may contain such recreation structures and improvements as are desirable and appropriate for the common benefit and enjoyment of residents of the subdivision.

Comprehensive Plan - An ordinance adopted pursuant to the Florida Growth Management Act to manage development and growth of the city.

Computations of Area of Individual Signs - The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by the area of the smallest square, circle, rectangle, triangle, or geometric figure that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display, or used to differentiate the sign from the backdrop or structure against which it is placed, also including any supporting framework, bracing, decorative fence, or wall. Integral decorative or architectural features of buildings and structures shall not be considered in the computation of the area of the individual sign.

Computations of Area of Multifaced Signs - The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any vantage point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any one point at the same time, and when such sign faces are part of the same structure, the sign area shall be computed by the measurement of one of the faces.

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

Conditional Letter of Map Revision (CLOMR) - A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Copy - The linguistic or graphic content of a sign.

Corner Lot - A lot abutting upon two (2) or more streets at a street intersection, or abutting upon two (2) adjoining and deflected lines of the same street and thereby forming an interior angle of less than 135 degrees.

Cottage Industry - The creation or assembly of products in a home-based setting rather than a factory.

CRA - Community Redevelopment Agency

Cross-Access - A vehicular and/or pedestrian connection between abutting properties which permits the exchange of trips between the two adjacent sites without the need to use the public street system.

Crown - The main point of branching or foliage of a tree or plant.

Crown Spread - The distance measured across the greatest diameter of a plant.

Cultural or Historic Resource - Any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value. The properties may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, artifacts or other objects with intrinsic historical or archaeological value, or any part thereof relating to the history, government, and culture of the city, the state, or the nation.

DBH - Diameter at breast height. "Breast height" is defined to be 54 inches above the surface of the ground at the base of the plant or tree. In the case of a tree with multiple main stems, the diameter shall be the sum of the diameters of the stems.

De Minimis - A matter so minor as to be disregarded.

Dedication - The deliberate appropriation of land by its owner for any general and public use, reserving to such owner no other rights than such as are compatible with the full exercise and enjoyment of the public use to which the property has been devoted.

Demolition - The tearing down or razing of 25 percent or more of a structure's external walls.

Density or Gross Density - The total number of dwelling units by the total site area, less the public right-of-way.

Design Flood - The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
2. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design Flood Elevation - The elevation of the "design flood," including wave height, relative to the datum specified on the City's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 1612.2.]

Detention - The collection and storage of surface water for subsequent controlled discharge at a rate which is less than the rate of inflow.

Developed Area - The portion of a plot or parcel of land, excluding public right-of-way, upon which a building, structure, pavement, landscape material, or other improvements have been placed.

Developer - Any person, excluding the city and its agencies, who engages in or proposes to engage in a development activity either as the owner or as the agent of an owner of property.

Development - Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Development Agreement - A document complying with the requirements of Section 163.3220-.3243, F.S.

Development of Regional Impact - Development that impacts on infrastructure, concurrency, the environment or other considerations beyond the political jurisdiction in which development occurs.

Development or Development Activity - The following list are a variety of examples showing the scope and intention of this definition. This list is not exhaustive and is intended to be examples of scope:

1. Construction, clearing, filling, excavating, grading, paving, dredging, mining, drilling or otherwise significantly disturbing the soil of a site.
2. Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or water management system, and including the long-term storage of materials.
3. Subdividing land into two or more parcels.
4. A tree removal for which authorization is required under this chapter.
5. Erection of a permanent sign unless expressly exempted by this chapter.
6. Alteration of a historic property for which authorization is required under this chapter.
7. Changing the use of a site so that the need for parking is increased.
8. Construction, elimination or alteration of a driveway onto a public street.

Development Order - Development order means, after the effective date of this chapter, the final authorization of a development project, the authorization which must be granted prior to issuance of a administrative permit as defined for purposes of this chapter. The development order authorizes the project, whereas the administrative permit authorizes specific components of the project, such as building construction, parking lot installation, landscaping, and the like. For purposes of this chapter the development plan approval is the development order.

Direct Hydrologic Connection - A surface water connection which, under normal hydrological conditions, occurs on an average of thirty (30) or more consecutive days per year. In the absence of reliable hydrologic records, a continuum of wetlands may be used to establish a direct hydrologic connection.

Directional Sign - A sign located on premises to identify exits, entrances, driveways, or off-street parking.

Discharge or Discharge Point - The point of outflow of water from a project, site, aquifer, drainage basin, or facility.

District - A geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, objects, or areas, which are united historically or aesthetically by plan or physical development. A district may be comprised of individual resources which are separated geographically but are linked by association or history.

Division - The Division of Hotels and Restaurants of the Florida Department of Business and Professional Regulations.

Double Frontage Lot - A lot having two (2) non-adjoining property lines abutting upon a street.

Drainage - Surface water runoff; the removal of surface water or groundwater from land by drains, grading or other means which include runoff controls.

Drip Line - The outer perimeter of the crown of a plant or tree.

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

Dwelling, Duplex - A single building containing two (2) contiguous and independent dwelling units separated by a common wall and sharing a common roof and foundation.

Dwelling, Multiple Family - A structure containing three (3) or more dwelling units attached to each other by walls, garages, carports, utility rooms, breezeways, etc. or conventional dwelling units, whether attached or detached from each other, which share a single deeded lot. Each dwelling unit of the multiple family structures may be located on one (1) deeded lot or may be on separately deeded lots. Multifamily dwellings include structures commonly called garden apartments, apartments, and condominiums.

Dwelling, Single-Family - A structure containing a single dwelling unit, detached from other dwelling units by horizontal or vertical space with no connection provided by walls, garages, carports, utility rooms, breezeways, etc.

Easement - An interest in land owned by another which entitles its holder to a specific use or enjoyment.

Electric Sign - Any sign containing electric wiring.

Elevated Building - A non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), shear walls, or breakaway walls.

Elevation (Geography) - Vertical distance to a point or object from sea level or some other datum, as specified within the LDC.

Elevation (Structures) - A drawing showing the vertical elements of a building, either exterior or interior, as a direct projection to a vertical plane.

Encroachment - The advancement or infringement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Erect a Sign - To construct, reconstruct, build, relocate, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish; but it shall not include any of the foregoing activities when performed as an incident to the change of message, or routine maintenance.

ERU (Sewer) - Equivalent residential unit of sewer usage

ERU (Water) - Equivalent residential unit of potable water usage

Ex Parte - An oral and/or written communication with a decision-maker regarding an application for development approval which occurred prior to the quasi-judicial hearing at which the decision-maker is to consider such application. An ex parte communication includes a private site visit to the property that is the subject of the application for development approval.

Existing - The average condition immediately before development or redevelopment commences.

Existing Building and **Existing Structure** - Any buildings and structures for which the "start of construction" commenced before July 27, 1976. [Also defined in FBC, B, Section 1612.2.]

Existing Construction - Any structure for which the start of construction commenced before enactment of this code which establishes the area of special flood hazard.

Existing Manufactured Home Park or Subdivision - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before July 27, 1976.

Expansion to an Existing Manufactured Home Park or Subdivision - The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Facade - That portion of a building encompassing the area extending in a generally vertical plane from the ground to the highest point of the building, marquee, or canopy and extending in a horizontal plane between the vertical ends of the structure.

Facade Area - The area within a two-dimensional geometric figure coinciding with the edges of the walls, windows, doors, parapets, marquees and roof slopes of greater than 45 degrees that form a side of a building or unit. Except roof slopes of greater than 45 degrees that are above a roof slope of less than 45 degrees and form the roofline of the building shall not be considered as a facade area.

Farmers Market - A group of vendors principally involved in the sale of locally produced and grown fruits, vegetables, meats, prepared foods, and art and crafts.

Feepayer - A person who is obligated to remit or who has remitted all, or a portion of the impact fee described herein.

Finished Floor Elevation - The top of a floor surface of an enclosed area in a building (including basement) i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction measured from the mean sea level.

Flag - A sign made of fabric or other similar non-rigid material supported or anchored along only one edge or supported or anchored at only two (2) corners.

Flood Damage-Resistant Materials - Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood Hazard Area - The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Hazard Boundary Map (FHBM) - An official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as zone A.

Flood Insurance Rate Map (FIRM) - The official map of the City on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the City. [Also defined in FBC, B, Section 1612.2.]

Flood Insurance Study (FIS) - The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Flood or Flooding - A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Floodplain - 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.

Floodplain Administrator - The office or position designated and charged with the administration and enforcement of the provisions of Section 5.05.00 of this LDC (may be referred to as the Development Administrator).

Floodplain Development Permit or Approval - An official document or certificate issued by the City, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with Section 5.05.00 of this LDC.

Floodway - The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. [Also defined in FBC, B, Section 1612.2.]

Floodway Encroachment Analysis - An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Floor - The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor Area Ratio (FAR) - A measurement of the intensity of development on a site. The floor area ratio is the relationship between the total floor area of all buildings on a site and the gross site area. The FAR is calculated by adding together the floor areas of all floors except mechanical areas and parking areas and dividing this total by the gross site area. $FAR = \text{Total building floor area divided by total lot area}$.

Florida Building Code - The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Food Code - This term as used in chapters 61C-1, 61C-3 and 61C-4, F.A.C., means paragraph 1-201.10(B), chapter 2, chapter 3, chapter 4, chapter 5, chapter 6, chapter 7, and sections 8-103.11 and 8-103.12 of the Food Code, 2009 Recommendations of the United States Public Health Service/Food and Drug Administration including Annex 3: Public Health Reasons/Administrative Guidelines; Annex 5: Conducting Risk-based Inspections, herein adopted by reference. A copy of the food code, as adopted by the division, is available on the division's Internet website www.MyFloridaLicense.com/dbpr/hr. A copy of the entire Food Code is available on the U.S. Food and Drug Administration Internet website. Printed copies of the entire food code are available through the National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312.

Food Establishment - As utilized in the Food Code, this term shall apply to public lodging establishments and food service establishments as defined in F.S. Chapter 509, according to the context of the applicable rule language.

Foundation - The site built supporting parts upon which the manufactured home is placed, whether constructed to encompass the perimeter of the home or in the form of piers and including all exterior materials required to physically screen, veneer or shield.

Frontage - The length of the property line of any one (1) premises parallel to and along a public right-of-way, excluding alleyways.

Functionally Dependent Facility - A facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking facility or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

Functionally Dependent Use - A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Governmental Sign - A sign that directs and guides traffic to include signs for announcing government related facilities, activities, and public service announcements.

Grade - The established average level of ground exclusive of mounds and berms.

Gross Acreage - The total number of acres within the perimeter boundaries of a development site.

Gross Density or Density - The total number of dwelling units divided by the total site area, less public right-of-way.

Gross Floor Area - The floor area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, ramps, closets, the thickness of interior walls, columns or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts.

Ground Cover - Natural mulch or low-growing plants other than deciduous varieties installed to form a continuous cover over the ground.

Ground Sign - A sign that is supported by one (1) or more columns, upright poles, or braces extended from the ground or from an object on the ground, or that is erected on the ground, where no part of the sign is attached to any part of a building.

Groundwater - Water beneath the surface of the ground whether or not flowing through known and definite channels.

Harmful to Minors - With regard to sign content, any description or representation, in whatever form, of nudity, sexual conduct or sexual excitement, when it:

1. Predominately appeals to the prurient, shameful or morbid interest of minors in sex;
2. Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable sexual material for minors;
3. Taken as a whole, lacks serious literary, artistic, political or scientific value.

The term "harmful to minors" shall also include any non-erotic word or picture when it is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable for viewing by minors; and taken as a whole, lacks serious literary, artistic, political or scientific value.

Highest Adjacent Grade - The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic Resource - Any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, engineering works,

architectural interiors, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the City.

Historic Structure - Any structure:

1. That is listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Historical Site - Any place, building, or district of historical, architectural or archaeological significance or value which has been officially identified in the National Register of Historic Places, or by the State Division of Archives, History and Records Management or by the City.

Illegal Sign - Any sign not conforming to or provided an exception by this code.

Illuminated Sign - A sign which contains a source of light or which is designed or arranged to reflect light from an artificial source including indirect lighting, neon, incandescent lights, and backlighting and shall also include signs with reflectors that depend upon automobile headlights for an image.

Impact Fee - A fee levied for development to help defray costs associated with the impact of development upon existing services.

Impervious Surface - A surface which has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. The term includes most conventionally surfaced streets, roofs, sidewalks, parking lots, and similar structures.

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

Interior Area - The entire parcel to be developed, exclusive of the front perimeter landscape area.

Interstate Highway I-10 Corridor Sign - A sign constructed within 1,000 feet of the nearest edge of the right-of-way of Interstate I-10.

Temporary Vending Operations - A term used that generally refers to the itinerant vending categories as a whole, with respect to certain site requirements or components of an itinerant vending use.

Temporary Vendor - Any and all persons, firms and corporations, as well as their agents and employees, who engage in the temporary and/or transient business which offers services, merchandise, wares, goods, and/or other articles for purchase from one or more stationary or mobile locations and who, for the purpose of carrying on such business may rent, lease, hire, or otherwise occupy a space in any building, structure or occupy any area on a lot or parcel of land or who occupies a vehicle, self-propelled or otherwise, through which any services, merchandise, wares, goods, and/or other articles, may be traded, bartered, sold, offered for sale, or exhibited for sale within the city.

Junkyard - Premises or portions thereof used for the storage or sale of used and discarded materials, including but not limited to paper, rags, metal, building materials, appliances, household furnishings, machinery, vehicles, equipment, or parts thereof. The storage for a period of two or more months of two or more wrecked or partly dismantled motor vehicles, parts of dismantled motor vehicles, or the sale of parts thereof, not capable of or not intended to be restored to highway operating condition shall also constitute a junkyard. For the purposes of this chapter, such uses as automobile reclaiming businesses, automotive wrecking businesses, automotive salvage businesses and recycling centers shall be considered junkyards.

Labor Intensive Transportation - Signage, striping of roadways, installation of sidewalks, recreational or bicycle lanes, sidewalk ramps and other facilities designed for the handicapped, or to otherwise provide safe and convenient nonmotorized traffic circulation in conjunction with motorized traffic.

Land - The earth, water, air, above, below, or on the surface.

Land Development Regulations - Any ordinance, foundation documents, rules and regulations adopted to carry out the goals, objectives and policies of the comprehensive plan.

Landmark - A building, structure, or location of architectural, archaeological, or historic significance to Crestview and which meets one (1) or more of the criteria for designation. A landmark may include an historical site which was the location of a significant historical event. References to landmarks shall include any or all designated landmarks, landmark sites, and archaeological sites.

Landowner - The legal or beneficial owner or owners of land

Landscape Plan - The placement of landscape material including, but not limited to, trees, shrubs, vines, lawn grass, ground cover, landscape water features, and nonliving durable material commonly used in landscaping, including, but not limited to, rocks, pebbles, sand, landscape fabric, brick pavers, earthen mounds, but excluding impervious surfaces for vehicular use. Fifty percent of such area shall be living material.

Legal Advisor - The city attorney or other attorney appointed by the city council to serve in the capacity of legal advisor to the Board of Adjustment of the City of Crestview.

Letter of Map Amendment (LOMA) - An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Change (LOMC) - An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Revision (LOMR) - A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F) - A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the City's floodplain management regulations.

Light-Duty Truck - As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
3. Available with special features enabling off-street or off-highway operation and use.

Living Unit - Any temporary or permanent unit utilized for human habitation.

Lot - The latest fractional part of subdivided lands having limited fixed boundaries, and an assigned number, letter, or other name through which it may be identified. The word "lot" shall include the words "plot," "parcel," or "tract."

Lot Depth - The distance measured in a mean direction of the side lines of the lot from the midpoint of the front line to the midpoint of the opposite rear line of the lot.

Lot, Interior - A lot other than a corner lot, and abutting one (1) street. Alleys shall not be considered as streets.

Lot Line - A line that marks the boundary of a lot.

Lot Line, Front - Any lot line that abuts a public right of way

Lot Line, Side - Any lot line that intersects a front lot line

Lot Line, Rear - Any lot line that is not a front or side lot line

Lot Width - The horizontal distance between the side lot lines measured at the median point between the foremost point and the rearmost point of the side lot lines.

Lowest Floor - The floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Macro Telecommunications Facilities - Those which are located on existing buildings, poles or other existing support structures and which project more than three feet above the top of the structure but no more than ten feet above the roof line, parapet or top of the structure. Macro telecommunication facilities may exceed the height limitation specified for the zoning district.

Maintenance - Action taken to restore or preserve the original design and function of any development or improvement

Major Arterial - U.S. Highway 90 and S.H. 85, within the city limits.

Major Deviation - A deviation other than a minor deviation from a final development plan.

Manufactured Home - A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured Home Park or Subdivision - A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Manufactured Housing - A structure having the following features or characteristics, which is:

1. Mass-produced in a factory;
2. Designed and constructed for transportation to a site for installation and use when connected to required utilities;
3. Either an independent, individual building or a module for combination with other elements to form a building on the site.

Manufactured/Modular Building - A structure fabricated in an offsite manufacturing facility for installation or assembly as a finished building or as part of a finished building on the building site. This shall include, but not be limited to, residential, commercial, institutional, storage and industrial structures. The building must bear an insignia of approval certifying that it is built in compliance with the requirements of the Florida Manufactured Building Act of 1979.

Market Value - The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used herein, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Marquee - A structure projecting from and supported by a building which extends beyond the building line or property line and fully or partially covers a sidewalk, public entrance or other pedestrian way.

Message - Any wording, logo or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service or other activity.

Micro Irrigation (Low Volume) - The frequent application of small quantities of water directly on or below the soil surface, usually as discrete drops, tiny streams, or miniature sprays through emitters placed along the water delivery

pipes (laterals). Micro irrigation encompasses a number of methods or concepts including drip, subsurfaces, bubbler, and spray irrigation, previously referred to as trickle, low volume, or low flow irrigation.

Micro Telecommunications Facilities - Those which are located an existing buildings, poles or other existing support structures where antennae do not project more than three feet above the top of the structure and there are no more than six antennae per site.

Minor Deviation - A deviation from a final development plan that falls within the following limits and that is necessary in light of technical or engineering considerations first discovered during actual development and not reasonably anticipated during the initial approval process:

1. Alteration of the location of any road, walkway, landscaping or structure by not more than five feet.
2. Reduction of the total amount of open space by not more than five percent, or reduction of the yard area or open space associated with any single structure by not more than five percent; provided that such reduction does not permit the required yard area or open space to be less than that required by this code.

Minor Replat - The subdivision of a single lot or parcel of land into two lots or parcels, or the subdivision of a parcel into two or more lots solely for the purpose of increasing the area of two or more adjacent lots or parcels of land, where there is no roadway, drainage or other required improvements, and where the resultant lots comply with the standards of this code.

Mobile Food Dispensing Vehicle - Any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited tom gas, water, electricity, or liquid waste disposal.

Mobile Food Vendor - Any itinerant vendor, which travels by self-propelled or non-self-propelled vehicle, trailer, wagon, or any other conveyance, from place to place, or from street to street, carrying, conveying or transporting edible goods, such as meats, fish, vegetables, fruit, or other, which are sold, offered for sale, and/or exhibited for sale. The term mobile food vendor includes but is not limited to the terms lunch wagon, cart, ice cream truck, mobile food truck and others.

Mobile Home - A structure fabricated prior to June 15, 1976, and transportable in one (1) or more sections, which is eight (8) feet or more in width and which is built on an integral chassis and designed to be used as a one-family dwelling when connected to the required utilities.

Monopole Tower - A telecommunications tower consisting of a single pole, constructed without guy wires or ground anchors.

Monument Sign - A sign, which is attached to a self-supporting structure and is not attached or affixed in any way to a building or other structure.

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

Multiple-Occupancy Complex - a commercial use, i.e., any use other than residential or agricultural, consisting of a parcel of property, or parcel of contiguous properties, existing as a unified or coordinated project, with a building or buildings housing more than one occupant.

National Geodetic Vertical Datum (NGVD) (As Corrected In 1929) - A vertical control used as a reference for establishing varying elevation within the floodplain.

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

Net Acreage - The total number of acres within the perimeter boundaries of a PUD excluding areas devoted to streets, rights-of-way, easements, lakes, public and private open space and recreation areas.

New Construction - For the purposes of administration of Section 5.05.00 and the Florida Building Code, structures for which the "start of construction" commenced on or after July 27, 1976, and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after July 27, 1976.

Nonresidential - Any building or structure or portion thereof that is not classified residential in accordance with the Florida Building Code, Building (Residential Group R or Institutional Group I) and ASCE 24. [Also see definition in ASCE 24.]

Object - A material thing of functional, aesthetic, cultural, historical, or scientific value that may be, by nature of design, movable, yet related to a specific setting or environment.

Occupant (Occupancy) - A commercial use, i.e., any use other than residential or agricultural.

Ordinary Maintenance - Work which 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.

Original Appearance - The appearance (except for color) which, to the satisfaction of the director (preservation planner), closely resembles the appearance of either (1) the feature on the building as it was originally built or was likely to have been built, or (2) the feature on the building as it presently exists so long as the present appearance is appropriate, in the opinion of the planning director, to the style and materials of the building.

Outdoor Advertising Sign - A permanent ground sign meeting the structural requirements of the Florida Building Code, attached to which is a sign face the bottom of which is at least 20 feet above the ground, and which is at least 200 square feet in size. Outdoor advertising signs advertise businesses not located on the premises and is synonymous with the term off-site sign.

Owner - The person in who is vested the fee ownership, dominion, or title of property.

Parcel - A unit of land within legally established property lines.

Park Trailer - A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in 15C-1.0101, F.A.C.]

Peddler - Any person who carries from place to place any goods wares or merchandise which may be sold, is exhibited for sale, and may or may not be immediately delivered, or bartered the same, shall be deemed to be a peddler. All persons who do not keep a regular place of business, open at all times during regular business hours and at the same place, who shall offer for sale goods, wares and merchandise, shall be deemed peddlers under this code. All persons who keep a regular place of business, open at all times in regular business hours and at the same place, who shall, elsewhere than at such regular place of business, personally or through their agents, offer for sale or sell and, at the time of such offering for sale, deliver goods, wares and merchandise, shall also be deemed peddlers as above.

Permanent - Designed, constructed and intended for more than short term use.

Person - Any individual, group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies.

Plan - Any plan or set of plans illustrating or defining the proposed development of land

Planned Mixed Development District (PMDD) - An area of land devoted by its owner to development as a single entity for a number of dwelling units, and/or commercial uses in accordance with a plan which does not necessarily comply with the provisions of this ordinance with respect to lot size, lot coverage, setbacks, off-street parking, bulk or type of dwelling, density and other regulations.

Planned Unit Development (PUD) - A parcel or combination of contiguous parcels designed and developed as a single, integrated unit rather than as an aggregate of individual lots or buildings, with design flexibility from the development standards applicable to the zoning district.

Planting Area - Any area designed for landscape material installation having a minimum of 50 square feet and a minimum depth as measured perpendicular to the adjacent property line, of five feet, and consisting of suitable growing medium with proper drainage.

Plat - A map or drawing depicting the division of lands and lots, blocks, parcels, tracts, or sites, and streets.

Pole Sign - A freestanding sign that is not attached or affixed in any way to a building or other structure. The sign must have a concealed means of support equal to a minimum of thirty (30) percent of the overall sign width.

Pollutant - Any substance, contaminant, noise, or manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or which unreasonably interfere with the enjoyment of life or property, including outdoor recreation.

Portable Sign - Any sign which is manifestly designed to be transported by trailer or on its own wheels, including such signs even though the wheels may be removed and the remaining chassis or support structure converted to an A- or T-frame sign and attached temporarily or permanently to the ground.

Premises - A parcel of land consisting of a lot, tract, parcel, other unit, or combinations thereof, recorded in the public records of Okaloosa County.

Principal Use or Building - The main or primary purpose for which a structure or lot is designed, arranged, or intended or for which it may be occupied or maintained.

Projecting Sign - A sign attached to and supported by a building or other structure and which extends at any angle there from.

Protected Environmentally Sensitive Area - An environmentally sensitive area designated for protection in the conservation element of the city comprehensive plan.

Protected Tree - Native (indigenous) trees protected and identified by species and size in section 6.08.09.

Protected Wellhead - Those wellheads with a permitted capacity of 100,000 gpd or more.

Public Food Service Establishments - As defined in F.S. § 509.013(5), are licensed in accordance with the following classifications and requirements:

Non-seating:

1. Permanent. Permanent non-seating establishments are classified as those fixed public food service establishments for which the sole service provided is intended as take-out or delivery, or which do not otherwise provide accommodations for consumption of food by guests on the premises, or premises under the control of the operator. For the purposes of this section, establishments located at food courts and malls are classified in this manner as long as seating is not provided within the premises of the establishment itself.
2. Mobile food dispensing vehicle. Mobile food dispensing vehicles are classified as any vehicle mounted public food service establishments which are self-propelled or otherwise movable from place to place and include self-contained utilities, such as gas, water, electricity and liquid waste disposal.
3. Caterer. Caterers are classified as any public food service establishments where food or drink is prepared for service elsewhere in response to an agreed upon contract for a function or event. The term includes catering kitchens. For the purpose of this rule, the term "caterer" does not include those establishments licensed pursuant to F.S. Chapter 500 or F.S. Chapter 381, or any other location where food is provided or displayed for sale by the individual meal. A licensed public food service establishment that also provides catering services is not required to hold a separate catering license from the division. Caterers must meet all applicable standards of a public food service establishment as provided in rules 61C-1.004, 61C-4.010 and 61C-4.023, F.A.C. Separate independent caterers utilizing the equipment or premises of a licensed public food service establishment are deemed operators as defined by section F.S. § 509.013(2), of such public food service establishment and subject to all applicable requirements of law and rule.

Temporary public food service establishments and vendors:

1. Temporary public food service establishments are classified as those establishments operated at temporary food service events as defined in F.S. § 509.013(8). If upon inspection the temporary public food service establishment does not meet minimum sanitation standards as provided in chapters 61C-1 and 61C-4, F.A.C., food service operations shall be discontinued until corrections are complete and verified by the division of hotels and restaurants of the department of business and professional regulation.
2. Public food service establishments that have a current license may operate one facility at a temporary event as part of the existing license. Each additional facility operated by the same licensee must acquire a separate temporary food service event license.

Rate - Volume per unit of time.

Reader Board - A sign with letters that can be changed or rearranged to display a message that is attached to a permitted permanent accessory ground sign. May be a sign with electronic automatic changeable copy.

Real Estate Sign - A sign on premises that are offered for sale or lease.

Recreational Vehicle - A vehicle, including a park trailer, which is: [Defined in section 320.01(b), F.S.]

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Redevelopment - The demolition or removal of the principal structure or more than 50 percent of the impervious surface of a site. Redevelopment also applies to properties or structures undergoing a change of occupancy or which are being reoccupied after being vacant for six months or more.

Regulatory Floodway - 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.

Remove - To relocate, cut down, damage, poison, or in any other manner destroy or cause to be destroyed, a tree.

Retention - The collection and storage of water runoff without subsequent surface discharge to surface waters.

Right-of-Way (ROW) - Land dedicated, deeded, used or to be used, for a street, alley, walkway, boulevard, drainage facility, access for ingress, egress, or other purpose.

Roof Sign - A sign erected over or on the roof, or extending above the roof line, which is dependent upon the roof, parapet or upper walls of any building, or portion thereof, for support.

Roofline - A horizontal line intersecting the highest point or points of a roof.

Runoff - Water which is not absorbed by the soil or landscape to which it is applied and flows from the area.

Runoff Coefficient - 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.

Sandwich or Sidewalk Sign - A moveable sign not secured or attached to the ground constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top.

Search Ring - The geographic area in which a provider's antenna is intended to be located to serve the provider's coverage area.

Sediment - The mineral or organic particulate material that is in suspension or has settled in surface waters or groundwaters.

Setback - A perpendicular measurement made from all property lines where construction of the principal structure is prohibited

Shade Tree - Any species of tree identified in section 6.08.09 that is well-shaped, well-branched and well-foliated, which normally grows to an overall height of at least 25 feet and normally develops an average mature spread of crown greater than 20 feet in the city.

Shrub - A woody perennial plant differing from a perennial herb by its persistent and woody stems and from a tree by its low stature and habit of branching from the base.

Sidewalk or Sandwich Sign - A moveable sign, no greater than six square feet, not secured or attached to the ground or any building or structure and displayed in or proximate to areas of pedestrian traffic.

Sign - Any writing, pictorial presentation, number, illustration, or decoration, banner or pennant, or other device which is used to announce direct attention to, identify, advertise, or otherwise make anything known. The term "sign" shall not be deemed to include the terms "building" or "landscaping," or any architectural embellishment of a building not intended to communicate information.

Sign Face - The part of a sign that is or may be used for copy.

Sign Face Area - The area of any regular geometric shape which contains the entire surface area of a sign upon which copy may be placed.

Sign Structure - Any construction used or designed to support a sign.

Significant Adverse Effect - 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 the city comprehensive plan.

Single-Family Dwelling - A structure containing one dwelling unit, and not attached to any other dwelling unit by any means.

Site - Any tract, lot or parcel of land or combination of tracts, lots, or parcels of land which are in one (1) ownership, or are contiguous and in diverse ownership where development is to be performed as part of a unit, subdivision, or project.

Site (Archaeological) - The location of a significant event, activity, building, structure, or archeological resource where the significance of the location and any archeological remains outweighs the significance of any existing structures.

Site Plan - A drawing, to scale, which accurately depicts the property and proposed improvements.

Sketch Plan - An informal plan indicating the salient existing features of a site and its surroundings, and the general layout of a proposed development.

Snipe Sign - Any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on any public road rights-of-way, easements, or alleys.

Solicitation - A request, directly or indirectly, for money, property, financial assistance, or any other thing of value on the plea or representation that such money, property, financial assistance, or other thing of value or a portion of it will be used for a charitable or sponsor purpose or will benefit a charitable organization or sponsor. The term includes, but is not limited to, the following methods of requesting or securing the promise, pledge, or grant of money, property, financial assistance, or any other thing of value:

1. Making any oral or written request;
2. Making any announcement to the press, on radio or television, by telephone or telegraph, or by any other communication device concerning an appeal or campaign by or for any charitable organization or sponsor or for any charitable or sponsor purpose;
3. Distributing, circulating, posting, or publishing any handbill, written advertisement, or other publication that directly or by implication seeks to obtain any contribution; or
4. Selling or offering or attempting to sell any advertisement, advertising space, book, card, coupon, chance, device, magazine, membership, merchandise, subscription, sponsorship, flower, admission, ticket, food, or other service or tangible good, item, or thing of value, or any right of any description in connection with

which any appeal is made for any charitable organization or sponsor or charitable or sponsor purpose, or when the name of any charitable organization or sponsor is used or referred to in any such appeal as an inducement or reason for making the sale or when, in connection with the sale or offer or attempt to sell, any statement is made that all or part of the proceeds from the sale will be used for any charitable or sponsor purpose or will benefit any charitable organization or sponsor.

A solicitation is considered as having taken place regardless of whether the person making the solicitation receives any contribution. A solicitation does not occur when a person applies for a grant or an award to the government or to an organization that is exempt from federal income taxation under section 501(a) of the Internal Revenue Code and described in section 501(c) of the Internal Revenue Code and is duly registered with the department.

Solicitor - Any person, firm, or corporation as well as their agents and employees, who engage in any means of request, directly or indirectly, for money, property, financial assistance, or any other thing of value on the plea or representation that such money, property, financial assistance, or other thing of value or a portion of it will be used for a charitable purpose or will benefit a charitable organization or sponsor. The term shall also include, but is not limited to, taking or attempting to take orders for the sale of goods, wares or merchandise, subscriptions or personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of such sale or whether he is collecting advance payments on such sale or not; distributing, circulating, posting, or publishing any handbill, written advertisement, or other publication that directly or by implication seeks to obtain any contribution shall also be included in this term.

Special Flood Hazard Area - An area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. The term also includes areas shown on other flood hazard maps, if such maps are adopted by the City of Fort Walton Beach or otherwise legally designated. [Also defined in FBC, B Section 1612.2.]

Start of Construction - The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Statuary - Any three-dimensional, man-made representation of a plant, animal or other thing intended primarily to attract attention and not intended or used to entertain or amuse customers of the business of which the statuary belongs or is part.

Stormwater - The flow of water which results from, and that occurs immediately following, a rainfall.

Stormwater Management System - The system, or combination of systems, designed to treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater on, through and from a site.

Stormwater Runoff - The portion of stormwater that flows from the land surface of a site either naturally, in manmade ditches, or in a closed conduit system.

Street - A public or private right-of-way for vehicular traffic, including highways, thoroughfares, lanes, roads, ways and boulevards. Where access to a parcel is a two-way drive within a parking facility, the two-way drive shall be considered the street and signage located abutting the entrance side only of the drive.

Structure - Anything constructed, installed, or portable, the use of which requires a location on a parcel of land. It includes a movable structure while it is located on land which can be used for housing, business, commercial, agricultural, or office purposes either temporarily or permanently. "Structure" also includes fences, billboards, swimming pools, poles, pipelines, transmission lines, tracks, and advertising signs. Specifically excluded from the definition of "structure" are canvas or vinyl covers up to 120 square feet in area.

Substantial Damage - Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceeds fifty (50) percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Surface Water - Water above the surface of the ground, whether or not flowing through definite channels, including the following:

1. Any natural or artificial pond, lake, reservoir, or other area which ordinarily or intermittently contains water, and which has a discernible shoreline;
2. Any natural or artificial stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, street, roadway, swale or wash in which water flows in a definite direction, either continuously or intermittently, and which has a definite channel, bed or banks; or
3. Any wetland.

Survey - A sketch or survey prepared by a registered land surveyor and certified within the last 90 days prior to the date of application.

Swimming Pool - As used in this code, the term "swimming pool" is hereby defined as a permanent receptacle for water or an artificial pool of water, having a depth, at any point, of more than two feet, intended for the purpose of immersion or a partial immersion therein of human beings, and including all pertinent equipment.

Telecommunications Facilities - Antennae, towers and related accessory structures either individually or together.

Temporary - Designed, constructed and intended to be used on a short-term basis.

Temporary Food Service Event - Any event of 30 or fewer consecutive days in duration, advertised and recognized in the community, where food is prepared, served, or sold to the general public.

Temporary Sign - An attached on-premises sign made of non-rigid materials and intended to be displayed for a limited time period.

Tower - A structure, such as a lattice tower, guy tower or monopole tower, constructed as a free-standing structure or in association with a building, other permanent structure or equipment, on which is located one or more antennae intended for transmitting or receiving analog, digital, microwave, cellular, telephone, personal wireless service or similar forms of electronic communication. The term includes microwave towers, common carrier towers, and cellular telephone towers.

Tree - Any self-supporting, woody plant of a species which normally grows to an overall height of at least 12 feet and normally develops an average mature spread of crown greater than 12 feet in the city.

Tree Protection Zone - A circular zone around each protected tree defined as follows:

1. If the dripline is less than six feet from the trunk of the tree, the zone shall be that area within a radius of six feet around the tree.
2. If the dripline is more than six feet from the trunk of the tree, but less than 20 feet, the zone shall be that area within a radius of the full dripline around the tree.
3. If the dripline is 20 feet or more from the trunk of the tree, the zone shall be that area within a radius of 20 feet around the tree.

Tree Removal - Any act which causes a tree to die within a period of two years, such acts including, but not being limited to:

1. Cutting;
2. Inflicting damage upon a root system by machinery, storage of materials, or soil compaction;

3. Changing of the natural grade above or below a root system or around the trunk;
4. Inflicting damage on a tree;
5. Permitting infection or pest infestation;
6. Excessive pruning; or
7. Paving with concrete, asphalt or other impervious material within such proximity as to be harmful to a tree.

Unit - That part of a multiple-occupancy complex housing one occupant.

Use - The specific purpose, activity, or function for which land, a building, a lot, a sign, or a structure is intended, designated, arranged, occupied, or maintained.

Variance - A grant of relief from the requirements of Section 5.05.00, or the flood load and flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that, would not otherwise be permitted by this LDC or the Florida Building Code.

Vehicle Sign - A sign affixed to or painted on the surface of a transportation vehicle, including automobiles, trucks, boats, and trailers.

Vehicular Use Area - Any ground surface area, excepting public rights-of-way, used by any type of vehicle, whether moving or at rest, for the purpose of, including, but not limited to, driving, parking, loading, unloading, storage or display, such as, but not limited to, new and used car lots, activities of a drive-in nature in connection with banks, restaurants, service or filling stations, grocery or convenience stores, and other vehicular uses under, on, or within buildings.

Vines - Any of a group of woody or herbaceous plants which may climb by twining or which normally require support to reach mature form.

Visual Screen - A barrier of living or nonliving landscape material put in place for the purpose of separating and obscuring from view those areas so screened.

Wall Sign - A sign, painted on an exterior wall, or a separate structure which is approximately parallel to and supported by a wall or other enclosure, and protrudes no more than six (6) inches from the wall surface.

Water Body - Any natural or artificial pond, lake, reservoir, or other area with a discernable shoreline which ordinarily or intermittently contains waters.

Water or **Waters** - This term means, but is not limited to, water on or beneath the surface of the ground or in the atmosphere, including natural or artificial watercourses, streams, rivers, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground.

Water Use Zone - A grouping of sprays, sprinklers, or micro irrigation emitters so that they can be operated simultaneously by the control of one (1) valve according to the water requirements of the plants used.

Waterbody or **Surface Waterbody** - Any natural or artificial pond, lake, reservoir, or other area which ordinarily or intermittently contains water and which has a discernible shoreline.

Watercourse - A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

Water's Edge or **Wetland's Edge** - The water's or wetland's edge shall be determined by whichever of the following indices yields the most landward extent of waters or wetlands:

1. The boundary established by the average annual high water mark;
2. The landward boundary of hydric soils; or
3. The landward boundary of wetland vegetation, based on the wetland vegetation index.

Waters of the State - Includes, but is not limited to, rivers, lakes, streams, springs, impoundments, wetlands, and all other waters or bodies of water, including fresh, brackish, saline, tidal, surface, or underground waters.

Wellhead Protection Area - A diameter of 200 feet around a well site where no other land use is permitted.

Wetlands - Areas saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a dominance of vegetation adapted for life in saturated soil conditions. Wetlands covered under this chapter shall include the following:

1. Areas within the dredge and fill jurisdiction of the State Department of Environmental Protection.
2. Areas within the jurisdiction of the U.S. Army Corps of Engineers, as authorized by Section 404, Clean Water Act of section 10, River and Harbor Act.
3. Areas within the jurisdiction of the Northwest Florida Water Management District.
4. Areas identified by the state natural areas inventory.

Window Sign - A sign affixed or applied to the exterior of a window, or located on the inside of a window or within ten (10) feet of a window or enclosed structure, and which is visible from the street or building exterior through a window or other opening.

Yard - An open space on the same lot with a building, unoccupied and unobstructed from the ground upward, except by fences, trees, or shrubbery or as otherwise provided in this LDC.

Yard, Front - The area between the front building line and the front lot line

Yard, Rear - The area between the rear building line, and the rear lot line

Yard, Side - The area between a side building line, and the side lot line

Zone of Exclusion - All land within a 200-foot radius of an existing or designated protected wellhead. No development activities shall take place in the zone of exclusion.

CHAPTER 3

ADMINISTRATIVE PROCEDURES

3.00.00 - GENERALLY

3.00.01 - Purpose

The purpose of this Section is to establish the standards and procedures for review of proposed development within the City of Crestview. This section also provides the development review processes that implement the goals, objectives, and policies of the City of Crestview Comprehensive Plan and the other regulations of this Land Development Code.

3.00.02 - Classification of Development Review Procedures

- A. All development applications are subject to review requirements outlined in this Section.
- B. Development applications are classified according to the decision-making authority for each type of application, as set forth below.
 - 1. Administrative. The following development applications shall be treated as administrative decisions:
 - a. Zoning or Flood Zone Verification Letters
 - b. Administrative Interpretations & Similar Use Determinations
 - c. Lot Splits and lot line adjustments
 - d. Special Exception Uses
 - e. Administrative Waivers
 - f. Development Orders
 - g. Administrative Permits
 - h. Temporary Use Permits
 - i. Business Tax Receipts
 - j. Minor Re-plats
 - k. Alcohol Beverage License Review
 - l. Appeals of Administrative Decisions
 - 2. Quasi-judicial. The following shall be treated as quasi-judicial decisions:
 - a. Variances
 - b. Vacations - ROW/Easement/Lot/Plat
 - c. Conceptual Plats
 - d. Final Plats
 - e. PUDs and PUD Amendments - Major
 - f. Zoning Changes (Rezoning)
 - g. Appeals of Quasi-Judicial Decisions
 - 3. Legislative. The following shall be treated as legislative decisions:
 - a. Annexations
 - b. LDC Text Amendments
 - c. Future Land Use Map Amendments
 - d. Comprehensive Plan Amendments
 - e. Appeals of Legislative Decisions

3.00.03 - Development Approval Process

Table 3.00.03 shows the development review process, the decision-making authority for each type of development approval, and the appeal authority for each type of decision.

Table 3.00.03 - Development Approval and Required Notice

Decision Maker			Recommendation	Decision Maker			Required Notice			Recording
PA	Planning Administrator						Posted	Mailed	Published	
DIR	Director of Community Development Services									
PDB	Planning and Development Board									
CC	City Council									
CRT	Okaloosa County Clerk of Court									
CDS	Community Development Services									
Clerk	City Clerk									
Application Type										
Administrative	a	Zoning or Flood Zone Verification Letters		PA						CDS
	b	Administrative Interpretations & Similar Use Determinations	PA	DIR						CDS
	c	Lot Splits and lot line adjustments		PA						CRT
	d	Special Exception Uses ¹	PA	DIR			X	X	X	Clerk
	e	Administrative Waivers	PA	DIR						CDS
	f	Development Orders	PA	DIR			X			Clerk
	g	Administrative Permits		PA						CDS
	h	Temporary Use Permits		PA						CDS
	i	Business Tax Receipts		PA						Clerk
	j	Minor Re-plats		PA						CRT
	k	Alcohol Beverage License Review		PA						Clerk
	l	Appeals of Administrative Decisions ²	DIR	PDB	CC	CRT			X	Clerk
Quasi-Judicial	a	Variances	DIR	PDB			X	X	X	Clerk
	b	Vacations – ROW/Easement/Lot/Plat	PDB	CC			X		X	Clerk
	c	Conceptual Plats	PDB	CC			X			CDS
	d	Final Plats	PDB	CC						CRT
	e	PUDs and PUD Amendments - Major	PDB	CC			X			Clerk
	f	Zoning Changes (Rezoning)	PDB	CC			X	X	X	Clerk
	g	Appeals of Quasi-Judicial Decisions ³	PDB	CC	CRT				X	CRT
Legislative	a	Annexations	PDB	CC			X	X	X	CRT
	b	LDC Text Amendments	PDB	CC					X	Clerk
	c	Future Land Use Map Amendments	PDB	CC			X	X	X	Clerk
	d	Comprehensive Plan Amendments	PDB	CC					X	Clerk
	e	Appeals of Legislative Decisions ⁴	CC	CRT					X	CRT

¹ Special Use Exceptions: more information can be found at 3.04.04.

² Appeals of Administrative Decisions: more information can be found at 9.03.00.

³ Appeals of Quasi-Judicial Decisions: more information can be found at 9.03.00.

⁴ Appeals of Legislative Decisions: more information can be found at 9.03.00.

3.00.04 - Application Timeline Table

Table 3.01.00.2 defines the application timelines for each application type.

Table 3.01.00.2 - Application Timelines^{5 6}

Application Types	Application Received	Determine Completeness	Response to Applicant	Applicant Resolve Deficiencies	Technical Review	Response to Applicant	Applicant Revisions ⁷	Resubmittal ⁸	Resubmittal Review ⁹	Approval or Denial - or move to PDB & Council	Minimum Days	Maximum Days
Supplemental Standards	Day 1	Days 2-3	Day 4	Days 5-19	Days 20-34	Day 35	Days 36-50	Day 51	Days 52-66	Day 67	15	67
Special Exception Uses	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
Development Order	Day 1	Days 2-4	Day 5	Days 6-20	Days 21-35	Day 36	Days 37-67	Day 68	Days 69-83	Day 84	15	84
Variances	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
Vacations - ROW/Easement/Plat	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
Conceptual Plat	Day 1	Days 2-3	Day 4	Days 5-19	Days 20-34	Day 35	Days 36-50	Day 51	Days 52-66	Day 67	15	67
Final Plats	Day 1	Day 2-3	Day 4	Days 5-19	Days 20-34	Day 35	Days 36-50	Day 51	Days 52-66	Day 67	15	67
Planned Unit Development	Day 1	Days 2-4	Day 5	Days 6-20	Days 21-51	Day 52	Days 53-113	Day 114	Days 115-145	Day 146	70	146
Zoning Changes	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
Annexations	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
LDC Text Amendments	Day 1	Day 2-3	Day 4	Days 5-19	Days 20-34	Day 35	Days 36-50	Day 51	Days 52-66	Day 67	15	67
Future Land Use Maps Amendments	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
Comprehensive Plan Amendments	Day 1	Days 2-3	Day 4	Days 5-19	Days 20-34	Day 35	Days 36-50	Day 51	Days 52-66	Day 67	15	67

Staff will provide a process calendar upon request to include all relevant dates and deadlines.

3.00.05 - Application submittals

- A. Unless otherwise indicated by a specific provision of this Chapter, the applicant for a development order, permit, or approval under this Code must be the owner of the property that is the subject of the application or a duly authorized agent of the owner. An applicant who is a contract purchaser must provide proof that the applicant is an authorized agent for the property owner.

⁵ The Director may extend review periods by notifying the applicant in writing prior to the due date.

⁶ The applicant may request an extension to a time period by submitting the request in writing. The request may be approved or denied at the discretion of the Director.

⁷ Subsequent resubmittals will follow the same number of days as stated in the above table.

⁸ Subsequent resubmittals will follow the same number of days as stated in the above table.

⁹ Subsequent resubmittals will follow the same number of days as stated in the above table.

1. For applications to vacate any portion of a platted subdivision, the Homeowners Association (HOA) must provide their approval in writing.
 2. Unless otherwise indicated by a specific provision of this Chapter or another City ordinance or regulation, applications for development orders, permits and approvals under this Chapter shall be submitted to Community Development Services.
- B. Applications shall contain all information required for the type of application being submitted and shall include all plans, data and supporting documentation as required under this code or specified within the application form(s).
 - C. Community Development Services shall establish application forms and submittal requirements for all development applications referenced in this code.
 - D. Proof of Public Notice shall be required in accordance with Table 3.02.01.
 - E. Applications for various approvals and permits may be submitted for concurrent or simultaneous review.
 1. Development order applications and permit applications may be submitted upon adoption of an annexation ordinance but will not be approved until the Comprehensive Plan amendment and zoning change ordinances are adopted.
 - F. The Community Development Services Director shall have the discretion to require a PDB review of a development order application, or administrative permit review for development of buildings, structures, improvements and installations when the director or the City Attorney deems that such review is necessary to protect due process or in cases where a conflict may exist.

3.00.06 - Pre-application meetings

- A. Pre-application meetings are required for all Subdivision Development and Planned Unit Development (PUD) applications.
 1. All other applications for development do not require a pre-application meeting. However, they are highly encouraged.
- B. Upon request of an applicant, the Director or designee, may schedule a pre-application meeting with applicants and appropriate City staff, for the purpose of reviewing a proposed development prior to the formal submission of an application.
- C. The pre-application meeting shall be informal, and its purpose shall be to discuss the proposals, views, and concepts of the applicant. The purpose is also to discuss whether any additional information will be required.
 1. Failure of staff to identify any required permits, procedures, or improvements at a pre-application meeting shall not relieve the applicant of any such requirements or constitute waiver of the requirement by the decision-making body.
- D. At the pre-application meeting staff will:
 1. Review the proposed project and any preliminary plans with the applicant.
 2. Discuss and inform the applicant about the zoning requirements relevant to the proposal, information necessary for an application, and the approval process(es) for the development. This does not preclude the department from requesting additional information or waiving certain requirements for information later during the review process.
 3. Advise the applicant whether the proposed project conforms to the Comprehensive Plan or the requirements of this Chapter.
- E. Any recommendations or determinations reached during pre-application meetings are purely advisory and shall not be binding.

3.00.07 - Fees Required

Each applicant for a development order, permit, approval, variance or appeal under this code shall be required to pay any application fee(s) as established in the Comprehensive Fee Schedule.

3.00.08 - Complete Applications Required

No application for a development order, permit, approval, variance or appeal under this code shall be accepted or reviewed by staff that does not include all required application materials and the required application fee(s). The burden of providing complete and accurate information required by Community Development Services for each type of application shall be on the applicant.

3.00.09 - Determination of Completeness

- A. When an application for development order, permit, approval, variance or appeal is submitted, the Planning Administrator, or designee, where applicable, shall determine whether the application is complete and in conformance with this Land Development Code and Comprehensive Plan.
- B. All applications shall be reviewed for completeness within ten days of receipt. If the application does not meet the requirements of this Chapter, the department shall notify the applicant or agent in writing, to include electronic messaging, stating the additional information required or the modification(s) necessary for conformance with the code.
- C. No further action shall be taken on any application unless and until the additional information is submitted and determined to be complete by the administrator.
- D. If the deficiency has not been remedied within sixty days of receipt of notice thereof, the application shall be automatically voided, and the Planning Administrator shall return the application to the applicant.
- E. Review. When an application for development order, permit, approval, variance or appeal is determined to be complete, the department shall notify the applicant, and commence review and processing of the application in accordance with this Code.

3.00.10 - Review for Sufficiency and Code Requirements

- A. Once an application is determined to be complete, City staff shall review the application, consult with other agencies, issue comments to the applicant, consult with the applicant as necessary, and determine if the application and supporting materials are sufficient to proceed forward.
- B. Sufficiency determination timelines will vary dependent upon the application type.
- C. For the purposes of this section, "sufficiency" shall constitute an analysis of the application to ascertain if the application:
 - 1. Meets the stated objective requirements of the Comprehensive Plan, this Code, and the City Code of Ordinances; and
 - 2. Includes the necessary analysis and information, in sufficient detail, to enable the decision-making body or official to make the necessary determinations under the Comprehensive Plan and this Code.
 - 3. The sufficiency and code requirements set forth herein shall be used by the City to evaluate the demands created on public services and facilities by a proposed development, as required by this code and the Comprehensive Plan, to ensure level of service standards. The following public services and facilities shall be evaluated:
 - a. Potable water;
 - b. Sanitary Sewer;
 - c. Stormwater and Drainage facilities;
 - d. Environmentally sensitive lands;
 - e. Parks and open space;
 - f. Police and Fire protection;
 - g. Solid waste;
 - h. Transportation facilities.
- D. If an application is determined to be insufficient, staff shall notify the applicant or agent in writing, to include electronic messaging, stating the additional information required or the modification(s) necessary.
- E. No further action shall be taken on an application which is determined to be insufficient until the insufficiencies are resolved. If the insufficiencies have not been remedied within sixty days, the Planning Administrator may void the application.

3.00.11 - Decision Making

- A. Administrative approvals. Upon determination that an application and all supporting information are sufficient to render a decision, the Planning Administrator, or designee, shall prepare a report and recommendation to the Director. The Director shall take administrative action required by this code and approve the application, approve the application with conditions, or deny the application.

- B. Quasi-judicial and Legislative approvals. Upon determining that an application and all supporting information are sufficient to render a decision and any inadequacies have been resolved, the Director or designee shall prepare a report and recommendation to the appropriate decision-making or recommending body.

3.00.12 - General Review Procedure

- A. General Requirements for all applications.
 - 1. Applications for orders, permits or approvals shall be submitted on forms supplied by the Department and any required supporting documentation, plans, or materials required by this Code or specified within the application form(s).
 - 2. Applications shall include any required fee(s) as established by the City Council.
 - 3. Incomplete applications will not be accepted.
- B. Withdrawal of applications. An applicant may withdraw an application at any time by submitting a letter of request to the department or providing testimony of the requested withdrawal in a public hearing.
- C. Effective date. All permits shall take effect on the day following the expiration of any appeal period as provide in this Code.
- D. Reliance on permits during pendency of appeals. Any action(s) taken by a permittee during the pendency of an administrative or quasi-judicial appeal shall be at the sole risk of the permittee.

3.01.00 - PLANNING AND DEVELOPMENT BOARD

Pursuant to and in accordance with F.S. § 163.3174 and the Local Government Comprehensive Planning and Land Development Regulation Act, as amended, the City Council finds that land use planning and a continuity of growth management within the City benefits the public's health, safety, and welfare.

The City Council further finds that this public purpose can best be achieved by establishing the Planning and Development Board, which is established and designated as the Local Planning Agency (LPA) for the City of Crestview.

3.01.01 - Powers and Duties

- A. Pursuant to and in accordance with F.S. § 163.3174 of the Local Government Comprehensive Planning and Land Development Regulation Act, the City Council finds that there is a public purpose in coordinating the planning of the City with the Okaloosa County School Board.
- B. The Planning and Development Board/Local Planning Agency (hereinafter Board or PDB) shall have the authority and responsibility to review land use in the City and evaluate planning and regulatory methods and systems for resolving physical, economic, social, environmental and fiscal issues. The City Council directs the Board to carry out functions and powers identified in this Land Development Code.
 - 1. The Board shall use the power and authority conferred upon it by this Land Development Code (LDC) to further its stated public purposes.
- C. The Board shall receive and hear appeals in cases involving the LDC.
- D. The Board shall receive and hear applications for special exceptions/uses and variances to the terms of this LDC, and grant relief where authorized under this LDC. The Board shall also hear, determine and decide appeals, reviewable interpretations, applications or determinations made by an administrative official in the enforcement of this LDC, as provided herein.
- E. The Board shall have any other powers or duties delegated by the City Council.

3.01.02 - Membership, Vacancy, Compensation

- A. Membership. The Board shall consist of five core members. All members shall be residents of the City and will be appointed by a majority vote of the City Council. The term of office for each member shall be three years, or until a successor is appointed. Terms of office shall commence on the first day of March of the year in which appointed.
- B. Ex Officio Members. In addition to the five members, there may be two ex officio members. One may be selected by the Okaloosa County School Board and one may be selected by the Commander at Eglin Air Force Base. Each ex officio member may participate in all discussions of the Board in the same manner and to the same extent as the other members of the Board. The ex officio member may not vote. Each ex officio member may serve at the sole discretion of their represented agency.

- C. **Alternate Members.** In addition to the five members, two alternate members may be appointed by a majority vote of the City Council to serve as alternates for the term of one year, or until a successor is appointed. Alternate members shall be residents of the City. Alternate members shall substitute for absent members on a rotating basis. When substituting for an absent member, an alternate member may vote and participate in all discussions of the Board in the same manner and to the same extent as the other members of the Board. When not substituting for an absent member(s), alternate members shall not vote on any matter, but may participate in all discussions in the same manner and to the same extent as the other members. Board members and alternate members shall be subject to any forfeiture of office provisions of the Crestview Code of Ordinances. Whenever a vacancy occurs on the Board, the City Council shall fill the vacancy for the remainder of the term as soon as practicable after the vacancy occurs.
- D. **Vacancies.** If a vacancy occurs on the Board as the result of a resignation, death, or removal of a member, the senior alternate member shall temporarily fill such vacancy without action by the City Council, until the City Council appoints a successor regular member. In the event both alternates have served for the same continuous period of time then the alternate who is next scheduled to substitute for an absent regular member according to the rotation schedule shall temporarily fill the vacancy until the City Council appoints a successor. In the event that the alternate member dies, resigns, is removed, or becomes a member, the City Council shall promptly appoint a qualified person to the unexpired term of the alternate.
 - 1. In the event a vacancy occurs on the Board; an alternate member may apply to be a regular member in the same manner as other applicants. In the event an alternate member is appointed as a regular member, then such appointment shall simultaneously terminate such person's position as an alternate member. In that event, the City Council may then appoint another person to fill the resulting alternate member vacancy.
- E. **Attendance.** In the event any member should miss three meetings in a 12-month period without justification, they shall be considered as resigned from the board. In that event, the City Council may then appoint another person to fill the resulting vacancy.
 - 1. Alternate members may be allowed to miss up to five meetings in a 12-month period without justification.
 - 2. In the event of an absence of any member, the Chairman of the Board shall determine if Staff had any contact with the absent member providing the reason for the said absence. With that information the Chairman shall ask for a motion and to excuse or not excuse the absence.
- F. **Compensation.** Members of the Board shall receive no salary for their services but may receive such travel and other expenses while on official business for the City as are made available by the City Council for these purposes.

3.01.03 - Meetings, Quorum, Required Vote

- A. **Meetings.** The Board shall schedule and hold at least one public hearing each month unless there is no business to transact. The Board shall also meet at the call of the chairperson and other times as may be determined by a majority of the Board.
- B. **Quorum**
 - 1. Three voting members of the Board shall constitute a quorum for the transaction of business. A smaller number may act only to adjourn meetings for lack of a quorum.
 - 2. The affirmative vote of a simple majority of the quorum shall be required to pass any action of the Board.
 - 3. A member who is present shall vote unless disqualified.
- C. **Officers.** The Board shall annually elect a chairperson and a vice-chairperson from among its members. All officers shall be elected for one-year terms and shall be eligible for re-election.

3.01.04 - Staff, Attorney

- A. **Staff.** Community Development Services shall provide staff support as necessary to the planning functions of the Board, provide secretarial support for the Board in the execution of its duties, and record and transcribe in summary form, the minutes of all Board meetings.
- B. **Staff** shall keep minutes of all meetings and records of all transactions and deliberations. Such minutes and records shall be filed in the appropriate offices of the City and shall be public records.
- C. **Attorney.** The City Attorney shall serve as legal counsel to the Board.

3.01.05 - Rules and Records

- A. The Board shall adopt its own rules of procedure as deemed necessary; provided such rules shall not be contrary to the spirit and intent of the Land Development Code, to the policies of the City, or to the requirements of the State.
- B. All meetings of the Board shall be open to the public.
- C. The Board shall set up rules of procedure to monitor and oversee the effectiveness and status of the Comprehensive Plan in order to make any recommendations to the City Council for revisions to the Comprehensive Plan, consistent with the intent and purpose of the Land Development Code.

3.02.00 - PUBLIC NOTICE AND HEARINGS

3.02.01 - Public Notice Requirements

- A. Public Hearing Notice Requirements
 - 1. Required notice of public hearings. When required by this code, notice of public hearings shall be provided by publication of an advertisement in a newspaper of general circulation, mailed notice to surrounding property owners, or posting of the development site pursuant to the requirements of this section.
 - a. Table 3.02.01 summarizes the public hearing notice requirements for the administrative, quasi-judicial and legislative applications under this Code.
- B. Website posting. When required by this code, notices of public hearings for development applications may be posted on the City of Crestview website. Failure to post an action on the City website shall not constitute a violation of noticing requirements. In addition, information about public notice and public hearings may be posted by the City on social media outlets.
- C. Publication. When required by this code, publication of advertisements for public hearings shall meet the minimum requirements outlined in the various sections of Florida Statutes pertaining to individual application types and at least ten days prior to any quasi-judicial hearing taking up an application type not governed by Florida Statutes.
- D. Posting. When required by this code, the application site shall be posted with a notice of the public hearing on a sign provided by Community Development Services at least fourteen days in advance of the first public hearing.
 - 1. The number and placement of public notice signs shall be determined by the administrator.
 - 2. The signs shall be removed by the applicant or the City after a final decision.
 - 3. Application types requiring Administrative decision shall require posting, on-site, at least 14 days prior to the final decision.
 - 4. When the Director determines an application requires quasi-judicial review, the on-site posting shall be considered satisfied if not removed until after a final decision.
- E. Mailed notice. When required by this code, notice of a public hearing on a proposed development application shall be mailed to all owners of real property within three hundred feet of the boundary line of the subject property, whose names and addresses are listed on the latest published ad valorem tax records of the Okaloosa County Property Appraiser.
- F. Content. Generally, all public hearing notices shall contain the following information:
 - 1. The scheduled date, time, and location of the hearing(s);
 - 2. A general layman's description of the nature of the matter to be addressed;
 - 3. The address of the property or parcel identification number when an address has not been assigned;
 - 4. That persons may appear and be heard;
 - 5. That written comments filed with the department will be entered into the record;
 - 6. That the hearing may be continued as necessary;
 - 7. A telephone number and contact for more information;
 - 8. The case number or title of the ordinance under consideration, if applicable; and
 - 9. Such additional information as may be required pursuant to this code or applicable law for specific types of development approval.
- G. Timing of mailed notice. Notice shall be mailed a minimum of twenty-one days prior to the date set for the first public hearing by first class mail. A copy of the notice shall be available for public inspection during regular business hours at Community Development Services. If the application includes simultaneous or concurrent actions, such as annexation, future land use map amendment and a rezoning, the notice may include all actions.

- H. Electronic Notice. Community Development Services may, as a courtesy, send an electronic notice to any person(s) or organization(s) in the City, or to any governmental, public, or quasi-public organization(s) regarding any matter that may affect the interests of that person or organization, or on any matter on which any such person or organization has requested notice.
 - 1. The failure of the Department to send such notice or the failure of any resident or property owner to receive such courtesy notice shall not affect the validity of the public notice requirements.
- I. Exceptions to Mailing and Posting. The mailing and posting notice requirements shall not apply to a land use map amendment initiated by the Council, in response to a judicial order or compliance agreement as described by Florida Statutes.
- J. Continued or Rescheduled Meetings. Notice of subsequent hearings shall be mailed and published in accordance with this section for:
 - 1. Any hearing for which the PDB, Community Development Services Director, City Manager, or City Attorney determines new notice should be provided, because of the time elapsed from the original notice, to correct any defect, or apprise affected parties of significant changes to the application as originally noticed;
 - 2. Any hearing continued to an unspecified date, time, and place; or
 - 3. Any hearing where such new notice is required pursuant to applicable law or this Code.

Table 3.02.01 - Development Application Notice Requirements

Application Type	Notice and Timing Requirements		
	Posted Notice	Mailed Notice	Published Notice
Special Exception Uses	Posted at least fourteen days prior to the public hearing.	Sent first-class at least ten days prior to the public hearing	Published at least ten days prior to public hearing.
Development Orders	Property posted at least fourteen days prior to decision.	N/A	N/A
Appeals of Administrative Decisions	N/A	N/A	Published at least ten days prior to public hearing.
Variances	Property posted at least fourteen days prior to the public hearing.	Sent first-class at least ten days prior to the public hearing	Published at least ten days prior to public hearing.
Vacations - ROW/Easement/Lot/Plat	Property posted at least fourteen days prior to decision.	N/A	Published in conformance with Florida Statutes.
Conceptual Plats	Property posted at least fourteen days prior to decision.	N/A	N/A
Planned Unit Developments	Property posted at least fourteen days prior to decision.	N/A	N/A
Zoning Changes (Rezoning)	Property posted at least fourteen days prior to the public hearing.	Sent first-class to all property owners within three hundred feet, twenty-one days prior to first public hearing.	Published in conformance with Florida Statutes
Appeals of Quasi-Judicial Decisions	N/A	N/A	Published at least ten days prior to public hearing.
Annexations	Property posted at least fourteen days prior to the public hearing.	Sent first-class to all property owners within three hundred feet, twenty-one days prior to first public hearing.	Published in conformance with Florida Statutes
LDC Text Amendments	N/A	N/A	Published in conformance with Florida Statutes
Future Land Use Maps Amendments	Property posted at least fourteen days prior to the public hearing.	Sent first-class to all property owners within three hundred feet, twenty-one days prior to first public hearing.	Published in conformance with Florida Statutes
Comprehensive Plan Amendments	N/A	N/A	Published in conformance with Florida Statutes
Appeals of Legislative Decisions	N/A	N/A	Published at least ten days prior to public hearing.

3.02.02 - Public Hearing Requirements and Procedures.

- A. Scheduling for consideration. When an application is deemed sufficient pursuant to this LDC, the department shall schedule a public hearing(s). No application shall be scheduled for consideration by the Planning and Development Board (PDB), or City Council until either:
 - 1. All deficiencies have been resolved; or
 - 2. The applicant has, in writing, asked to proceed notwithstanding the unresolved deficiencies, guaranteed that any insufficiencies will be resolved prior to development order issuance, and indicate that he or she is fully aware that approval is not guaranteed.
- B. Public Hearing Procedures.
 - 1. General. All public hearings shall be open to the public. Members of the public, with standing, shall be permitted to testify at all public hearings.
 - 2. The applicant may withdraw an application by requesting such withdrawal in writing prior to the commencement of the hearing or by withdrawing the application on the record at the start of the public hearing.
 - 3. Record of hearings. The City Clerk, or designee shall attend all hearings, and the City will whenever possible record (audio, video, or both) all hearings. The City shall retain the original recording(s) in accordance with the laws of the State of Florida, and, if requested, provide a duplicate of the recording(s).
 - 4. Official file. All written communication received by the decision-making body or staff concerning an application, by the public, and all other documents pertaining to the application shall be filed in the official project file, which shall be maintained by staff.
 - a. The Comprehensive Plan, the City Code of Ordinances, and the Land Development Code shall be deemed to be part of the official file. The official file shall be available for inspection during normal business hours.
 - 5. Order of public hearings. The hearing shall, to the extent possible, be conducted as follows:
 - a. The Council President / Mayor shall open the Public Hearing.
 - b. The City Clerk shall read into the record the ordinance or resolution title and number, or the applicant's name, file number, and the subject matter to be decided if there is no ordinance or resolution.
 - c. For quasi-judicial hearings, the applicant, staff, and all parties with standing and requesting to speak or present evidence or both at the hearing, shall be collectively sworn in by an oath or affirmation by the City Attorney.
 - d. The applicant may waive their right to a quasi-judicial or evidentiary hearing if the applicant agrees with staff's recommendation and no one from the audience wishes to speak for or against the application.
 - e. The decision-making body may then vote on the item, rule on the matter or make a recommendation, based upon the staff report and any other materials contained within the official file.
 - (1) Regardless of a waiver by the applicant, a public hearing shall be held for all decisions requiring an ordinance or resolution.
 - f. If there is a quasi-judicial hearing, the order of the presentation shall be as follows, unless the Chair / Mayor determines to proceed in a different order, taking proper consideration of fairness and due process:
 - (1) Staff shall make presentation, including offering any documentary evidence, and introduce any witnesses.
 - (2) Staff shall have the responsibility of presenting the case on behalf of the city. The staff report shall be made available to the applicant and the decision-making body no later than five business days prior to the quasi-judicial hearing. Staff shall present a brief synopsis of the application; introduce any additional exhibits from the official file that have not already been transmitted to the City Council with the agenda materials, summarize the issues, and make a recommendation on the application. Staff shall also introduce any witnesses to provide testimony at the hearing.
 - (3) Public comment. Participants with standing, in opposition to or in support of the application shall make their presentation in any order as determined by the Chair / Mayor. The Chair / Mayor may set time limits for testimony when deemed appropriate. All participants with standing will be afforded an opportunity to speak.

- (4) Public at large. The general public, those members without standing in the quasi-judicial proceedings, shall be afforded the opportunity to speak on the subject. Each member of the general public wishing to speak shall present their argument in less than three minutes.
 - (5) For hearings on quasi-judicial matters only, the applicant may cross-examine any witness and respond to any testimony presented.
 - (6) For hearings on quasi-judicial matters only, staff may cross-examine any witness and respond to any testimony presented.
 - (7) The Chair / Mayor may choose to allow participants to respond to any testimony if he or she deems the response to be essential in ensuring fairness and due process.
 - (8) Members of the Planning and Development Board or City Council may ask any questions of the staff, applicant, and participants.
 - (9) Final argument may be made by the applicant, related solely to the evidence in the record.
 - (10) Final argument may be made by the staff, related solely to the evidence in the record.
 - (11) For good cause shown, the PDB or City Council may grant additional time to any of the above time limitations.
 - (12) The Chair or Mayor shall keep order, and without requiring an objection, may direct a party conducting the direct examination or the cross-examination to stop a particular line of questioning that, in the sole judgment of the Chair or Mayor merely harasses, intimidates, or embarrasses the individual testifying or being cross-examined; is unduly repetitious, is not relevant; or is beyond the scope of the application or, in the case of cross-examination, is beyond the scope of the testimony by the individual being cross-examined. If the party conducting the direct examination or cross-examination continues to violate directions from the Chair or Mayor to end a line of questioning deemed improper as set forth herein, the Chair or Mayor may terminate the direct examination or the cross-examination.
 - (13) The PDB or City Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time, and place. The applicant shall have the right to one continuance; however, all subsequent continuances shall be granted at the sole discretion of the PDB or City Council.
- g. Decisions. For all quasi-judicial hearings in which a decision is made regarding an application for any development order or administrative permit, the decision to approve or deny shall be based on the application meeting all applicable requirements of the Comprehensive Plan, the City Code of Ordinances, and the Land Development Code, based on the entirety of the record before the PDB or City Council. The PDB or Council decisions must be based upon competent substantial evidence in the record.
6. Rules of Evidence for quasi-judicial hearings.
 - a. The decision-making body shall not be bound by the strict rules of evidence and shall not be limited only to consideration of evidence which would be admissible in a court of law.
 - b. The Chair or Mayor may exclude evidence or testimony that is not relevant, material, or competent or testimony which is unduly repetitious or defamatory.
 - c. The Chair or Mayor, with the advice of the City Attorney, will determine the relevancy of evidence.
 - d. Matters relating to an application's consistency with the Comprehensive Plan, the City Code of Ordinances, or the Land Development Code will be presumed to be relevant and material.
 - e. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in court.
 - f. Documentary evidence may be presented in the form of a copy of the original, if available. A copy shall be made available to the decision-making body and to the staff no later than three business days prior to the hearing on the application. Upon request, the applicant and staff shall be given an opportunity to compare the copy with the original. Oversized exhibits shall be copied and reduced for convenient record storage.
 - g. Only the applicant, an authorized representative of the applicant, staff, and the decision-making body shall be entitled to conduct cross-examination when testimony is given, or documents are made part of the record.

- h. The City Attorney shall represent the decision-making body and advise it as to procedures to be followed.
- i. The PDB or City Council shall take judicial notice of all state and local laws, ordinances, and regulations and may take judicial notice of such other matters as are generally recognized by the courts of the State of Florida.
- j. Supplementing the record after the quasi-judicial hearing is prohibited, unless specifically authorized by an affirmative vote of the decision-making body, or authorized under the following conditions:
 - (1) The supplementation occurs after a quasi-judicial hearing is continued but prior to final action being taken on the application or appeal.
 - (2) If a question is raised by the PDB or City Council at the hearing which cannot be answered at the hearing, the party to whom the question is directed will submit the requested information in writing to the City Clerk and the decision-making body after the quasi-judicial hearing, with copies to the other parties, provided the hearing has been continued or another hearing has been scheduled for a future date and no final action has been taken by the decision-making body. The information requested will be presented to the decision-making body at least two business days prior to the time of the continued hearing.
 - (3) All parties and participants shall have the same right with respect to the additional information as they had for evidence presented at the hearing.
- 7. Final decision. The City Council shall reach a written decision without unreasonable or unnecessary delay. A copy of the decision shall be provided to the City Clerk for transmission to the applicant, if the applicant is not the City, a copy shall be provided to the Director of Community Development Services and the City Attorney.
- 8. The Record. All evidence admitted into the record at the hearing, the official file, and the adopted development order, ordinance, or resolution of the City Council or the written decision shall be maintained by the City Clerk and/or Community Development Services.
- 9. Adjournment. The Chairperson, upon a vote of the majority present may adjourn a hearing to a date certain without the necessity of additional notice. Adjournment to an uncertain date shall require notice as required for the original hearing and by this Land Development Code.
- 10. Deferrals. If a hearing is concluded, but action is deferred until a future date, formal notice shall not be required prior to action being taken.
- 11. Joint hearings. Where deemed necessary, joint hearings may be conducted after proper public notice. In such instances, public notice need only be given by one public body, which shall be the City Council in instances where it is one of the hearing bodies.
- 12. Regularly scheduled public hearing dates. The City Council may establish regular dates for public hearings on zoning amendments. Such dates, if established by the City Council, shall not prevent the City Council from scheduling additional public hearings whenever such public hearings are deemed necessary.
- 13. Reading of ordinances. Except for ordinances initiated by the City Council which rezone a parcel or parcels of land involving ten or more contiguous acres, or change permitted, special exception, or prohibited use categories in zoning districts, all ordinances shall be read, either by title or in full, on two separate days at a duly noticed public hearing of the City Council.
- 14. The printed agenda for the meeting at which the quasi-judicial hearing is scheduled to take place shall identify the hearing as quasi-judicial and indicate where copies of the procedures that apply may be obtained.
- C. Decisions under this Chapter.
 - 1. When this Chapter authorizes the Community Development Services Director, the PDB or City Council to make decisions under this Chapter, that decision shall be made pursuant to this Code of Ordinances and shall make the decision based on whether the application complies with this Chapter and any regulations authorized by this Code, and will protect the public's health, safety, and welfare.
 - 2. Unless otherwise indicated in a provision of this Chapter, the Community Development Services Director, PDB, or City Council may approve the application, deny the application, or approve the application subject to conditions as stated in subsection (d) below.
 - 3. Unless otherwise stated in this Chapter, or unless a different condition is attached to a development order, permit or approval, development orders, permits and approvals granted under this Chapter are not affected

by changes in ownership or tenancy of the property. However, notice of ownership change and a copy of the deed shall be required.

D. Conditions on Approvals.

1. The Community Development Services Director, PDB, or City Council may attach conditions to any quasi-judicial order, permit or approval under this Chapter, provided the condition is required to bring the development proposed in the application into compliance with the requirements of the Comprehensive Plan or this LDC.
2. The Community Development Services Director, PDB or City Council may also attach conditions to any quasi-judicial development order, permit or approval under this Code, provided the condition is necessary to minimize or ameliorate potential adverse impacts of the development proposal.
 - a. Such conditions shall be reasonably related to the actual or potential impact(s) of the specific use, activity, or structure in question.

E. Appeals.

1. Review by the Director. Applicants for administrative orders, permits and approvals may request a formal review by the Community Development Services Director, within seven days of the date the administrative decision was made. The request for review shall be accompanied by the approval or denial document, a detailed explanation of the reason(s) proposed for reversal of decision, required fees and any relevant documents related to the review as determined by the Planning Administrator. Upon formal request for review, the Administrator shall review the relevant standards and present a written finding to the Community Development Services Director.
 - a. The request for review shall be considered by the Community Development Services Director within ten days of submittal of a complete request.
 - b. The Community Development Services Director may consult with the City Attorney's office on the matter.
 - c. The Director shall provide a written determination to affirm the staff decision, grant the relief requested in the review, with or without conditions, or respond to the applicant or respective manager for further information, documentation, or proceedings. The written determination by the Director shall be the final administrative decision.
2. Appeals of Community Development Services Director decisions (Administrative Appeal). An applicant desiring to appeal a decision of the Community Development Services Director, shall, within ten days from the date of such decision, file a written Notice of Appeal with Community Development Services. The appeal shall then be heard by the PDB, acting as the Board of Adjustment, at a regularly scheduled meeting, provided there is sufficient time to review the appeal and provide the required public notice.
 - a. A staff or Director's recommendation is not a decision and is not appealable.
3. Appeals from decisions of the City Council or PDB. An action to review any decision of the City Council or PDB under these regulations may be taken by any person or persons aggrieved by such decision by presenting to the Circuit Court a petition for issuance of a Writ of Certiorari, duly certified, setting forth that such decision is illegal, in whole or in part, certifying the grounds of the illegality, provided same is done in the manner and within the time provided by Florida Rules of Appellate Procedure.
4. Stay of proceedings. An appeal shall stay all proceedings in the matter appealed from until the final disposition of the appeal by the City Council or PDB. The pendency of an appeal shall toll all time periods applicable to the decision which is subject to appeal until final disposition of the appeal by the City Council or PDB with regard to the appeal.
5. Record. The record to be considered in the appeal shall include any application, exhibits, appeal papers, written objections, waivers, or consents considered by staff, the PDB, or City Council, as well as transcripts and recordings taken at a public hearing, the PDB or City Council minutes, and resolutions or ordinances showing the decision or action being appealed. The record shall also include the record made as a result of any prior applications for development approval on the same property. The City Clerk shall identify all exhibits used at the hearing. All exhibits so identified or introduced shall be a part of the City record.

3.03.00 - ADMINISTRATIVE DECISION MAKERS AND ENFORCEMENT OFFICERS

- A. City Manager. The City Manager is the chief executive officer for the City of Crestview with ultimate authority over the implementation of these regulations. The City Manager has the authority to delegate his or her authority to City staff as necessary for the effective administration and enforcement of these regulations.
- B. Department of Community Development Services. Community Development Services is the City department charged with administration and enforcement of the Land Development Code.
- C. Community Development Services Director. The Community Development Services Director is responsible for the administration of these regulations. Specifically, the Community Development Services Director is responsible for final approval of Development Order applications and construction authorization. The Community Development Services Director shall have administrative responsibility to interpret the Land Development Code.
- D. Public Services Director. The Public Services Director is charged with the development and maintenance of the City's Code relating to the provision of services including, Potable Water, Sanitary Sewer, Drainage, Recreation and Transportation and implementation related to City maintained facilities. The Public Services Director may establish Engineering Design Standards relating to the design and construction of improvements that consume or otherwise utilize City services.
- E. Building Official. The Building Official is responsible for the implementation of various building codes adopted pursuant to the Florida Building Code and other applicable state statutes. The Building Official issues building permits and certificates of occupancy, upon a determination by the City of compliance of permit applications with the City regulations and any prior approvals by the City.
- F. Planning Administrator. The Planning Administrator is responsible for duties under this Code or as assigned by the Community Development Services Director. The Planning Administrator shall be responsible for receiving and reviewing for completeness and sufficiency and for coordinating review of applications for Subdivision and Planned Unit Development approvals, Development Order applications and for coordinating review of said applications, review and approval of Administrative Permits, Zoning Compliance Certificates, and other forms of development.
- G. Compliance Administrator. The Compliance Administrator is responsible for the enforcement of the City of Crestview's Code of Ordinances, Florida Statute 162 and various state statutes. The Compliance Administrator issues Notices of Violation, Correction Notices, Stop Work Orders, Notices of Hearing, Notices of Compliance, and Notices of Non-Compliance to both the public and private sectors regarding violations of the Land Development Code, Code of Ordinances and various state statutes.
- H. Floodplain Administrator. The Floodplain Administrator shall serve as required to administer and implement the floodplain management regulations set forth in Chapter 3. As required by FEMA, the floodplain administrator shall have the following duties:
 - 1. Review local development permits to assure sites are reasonably safe from flooding;
 - 2. Review all local development permits to assure that the permit requirements of Section 5.05.00 have been satisfied;
 - 3. Require copies of additional Federal, State, or local development permits, especially as they relate to Sections 161.053; 320.8249; 320.8359; 373.036; 380.05; 381.0065; and Chapter 553, Part IV, Florida Statutes, be submitted along with the local development permit application and maintain such permits on file with the development permit;
 - 4. Notify adjacent communities, the Florida Division of Emergency Management - State Floodplain Management Office, the Northwest Florida Water Management District, FEMA, and other Federal and/or State agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse;
 - 5. Notify FEMA within six (6) months when new technical or scientific data becomes available to the community concerning physical changes affecting flooding conditions so that risk premium rates and flood plain management requirements will be based on current data;
 - 6. Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;
 - 7. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (A-Zones) of all new and substantially improved buildings, in accordance with Section 5.05.00;

8. Verify and record the actual elevation (in relation to mean sea level) to which the new and substantially improved buildings have been flood-proofed, in accordance with Section 5.05.00;
9. Review certified plans and specifications for compliance. When flood proofing is utilized for a particular building, certification shall be obtained from a registered engineer or architect certifying that all areas of the building, together with attendant utilities and sanitary facilities, below the required elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy in compliance with Section 5.05.00;
10. Interpret the exact location of boundaries of the areas of special flood hazard. When there appears to be a conflict between a mapped boundary and actual field conditions, the floodplain administrator shall make the necessary interpretation;
11. When base flood elevation data and floodway data have not been provided in accordance with Section 3.05.00, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or any other source, in order to administer the provisions of Section 5.05.00;
12. Coordinate all change requests to the FIS, FIRM, and FBFM with the requester, State, and FEMA; and
13. Where base flood elevation is utilized, obtain and maintain records of lowest floor and flood proofing elevations for new construction and substantial improvements in accordance with Section 5.05.00.

3.04.00 - SPECIFIC REVIEW PROCEDURES - ADMINISTRATIVE ORDERS, PERMITS AND APPROVALS

- A. The following sections outline the various application types and approvals which shall be reviewed, considered and either approved, approved with conditions, or denied through administrative decision. Administrative decisions shall be made by the Community Development Services Director.
- B. At the Director's discretion, when he or she finds a discrepancy in the code or a special condition of the application, may forward any application to the PDB for additional review and decision.

3.04.01 - Zoning Verification Letter or Flood Verification Letter

- A. Purpose and Intent.
 1. Zoning Verification Letter. To provide an official determination of the zoning of specific property.
 2. Flood Zone Verification Letter. To provide an official determination of the FEMA Flood zone, as shown on the Flood Insurance Rate Map (FIRM) for specific property.
- B. Review Criteria.
 1. The Department will review the applicable City records, maps, and any supporting information and issue a Zoning or Flood Zone verification letter.
 2. Verification letters are valid for the date upon which they are issued and may be subject to change.
 3. Zoning verification letter issuance shall require payment of an administrative fee as established by City Council.

3.04.02 - Administrative Interpretations and Similar Use Determinations

- A. Purpose and Intent.
 1. To determine whether a proposed use, activity, or site design complies with the comprehensive plan.
 2. To interpret specific comprehensive plan policies.
 3. To interpret whether a proposed use, activity, or site "design" complies with the LDC.
 4. To determine how specific code requirements may apply to a site or a development proposal when application of such requirements is not explicitly set forth in the LDC.
 5. To interpret the application of conditions of approval.
 6. To determine whether a proposed use that is not otherwise classified as permitted, or permitted by special use exception, in a zoning district or is not currently defined in this code, may be classified as a similar use.

- B. Review Criteria.
 - 1. To determine whether a proposed use activity or site design complies with specific provisions of the comprehensive plan and is in keeping with the spirit and intent of the comprehensive plan.
 - 2. Consistency with the Land Development Code.
 - 3. Whether the proposed use or activity complies with required policies and procedures.
- C. Similar Use Determinations.
 - 1. Interpretation of Similar Uses. Notwithstanding the Zoning district requirements of this LDC, the Director may determine that a specific proposed use may be allowed as a permitted or as a special exception use in a specific zoning district(s).
 - 2. Similar Use Determination Process.
 - a. A similar use determination may be issued if all of the following findings can be made:
 - (1) The characteristics and activities associated with the proposed use are similar to those of one or more of the allowed uses listed in the zoning district and will not involve a greater level of activity, population density, intensity, traffic generation, parking, dust, odor, noise, or similar impacts than the uses listed in the zoning district; and
 - (2) The proposed use will meet the purpose and intent of the zoning district that applies to the location of the use; and
 - (3) The proposed use is consistent with the goals, objectives, and policies of the Comprehensive Plan; and
 - (4) The proposed use is not listed a permitted, permitted with specific regulations, supplemental standards, or special exception use in another zoning district.
 - b. If a similar use determination is approved, the Director shall expedite a recommendation to the PDB establishing the use to be a permitted use or special exception use. The department shall prepare a text amendment to this ordinance to include the use in the appropriate district, along with any appropriate use regulations.

3.04.03 - Lot Splits and Lot line Adjustments

- A. Purpose and Intent
 - 1. To provide standards for the split of lots and tax parcels along existing platted lot or parcel lines or for the adjustment of a common property line between two parcels.
 - 2. To provide standards for the split of lots or tax parcels that do not require a replat.
 - 3. To provide for the split of property when the lot split does not require approval as a new subdivision plat or replat.
 - 4. To provide an expedited path to creating up to two separate parcels from one existing parcel.
- B. General Requirements
 - 1. All divisions of land in the City shall occur only as a new subdivision plat, a replat, or a lot split. A lot split that does not meet the requirements of this chapter is deemed a subdivision or a replat and shall be defined and processed as set forth in the Subdivision regulations of this Code.
 - 2. No lot split or lot line adjustment shall be recognized by the City, no lot that is a part thereof shall be sold, and no building permit shall be issued unless the lot split or lot line adjustment has been approved by the City prior to recording in accordance with the requirements of this Chapter.
 - 3. Any child parcel resulting from the lot split of any parent parcel shall not be split until one (1) year has passed since the original parent parcel split took place.
- C. Review Criteria and Standards. The Planning Administrator, where appropriate, will review applications for lot splits and lot line adjustments to establish and/or determine the following:
 - 1. Whether the resulting lot split creates nonconforming lots and structures.
 - 2. Whether the result will split a portion of a designed site from the rest of such site.
 - 3. Ensure that the lot split or lot line adjustment does not create split zoning on a parcel.
- D. Application Requirements. The following documents shall be included with the necessary forms as required by the department:
 - 1. A survey prepared by a licensed professional surveyor indicating the legal description of the parent parcel, legal descriptions of all child parcels, boundaries, dimensions, easements, restrictions or agreements

affecting the property, rights-of-way, utilities, location of existing buildings, and other pertinent information including wetland boundaries.

- a. The survey shall be signed, sealed, dated, and certified to the City.
2. The Deed for the property.
- E. Approval and recording. Community Development Services shall review the proposed lot split for compliance with the criteria set forth in this LDC. Once approved, the applicant may proceed with the lot split and record the lot split with the Okaloosa County Property Appraiser.
 1. A Lot Split Certificate shall be issued upon approval.
 - a. Approval shall expire within one (1) year of issuance if not recorded.

3.04.04 - Special Exception Uses and Supplemental Standards

- A. Purpose and Intent.
 1. The intent of this section is to permit Special Exception uses which are essential to, or would promote the public health, safety, or welfare in one or more zoning districts, but which might impair the integrity and character of the zoning district or an adjoining district, such that restrictions or conditions on location, size, extent, and character of performance may be imposed in addition to those standards already imposed in the Land Development Code.
- B. General.
 1. No variances shall be granted that would reduce or eliminate minimum requirements for special exception uses.
 2. The PDB shall prescribe appropriate supplemental standards coincidental with the special exception use. All such conditions shall be added to the Supplemental Standards in Chapter 7 of this Land Development Code.
 3. Upon approval, a Special Use will be added to Table 4.06.00.
 4. The proposed use shall comply with all requirements of the underlying zoning district(s), the Land Development Code, and all other applicable law.
- C. Standards and Criteria. The following standards shall apply to all applications for special exception uses. The Community Development Services Director shall submit a report and recommendation to the PDB based on these standards.
 1. The proposed Special Use's consistency with the Comprehensive Plan.
 2. The proposed Special Use's consistency with the underlying zoning district.

3.04.05 - Administrative Waivers

- A. Purpose and Intent.
 1. To grant relief from the strict application of the Land Development Code requirements to allow for minor waivers.
 2. Any relief granted from the strict application of this Land Development Code shall not violate any goals, objectives, or policies of the adopted Comprehensive Plan.
 3. The need for the proposed waiver is due to the unusual or unique physical shape, configuration, existing lots, or other physical condition of the development site. These special conditions are not generally applicable to other lands, structures, or buildings in the same zoning district;
 4. The special conditions are not the result of actions of the property owner and are not based solely on a desire to reduce development costs;
- B. Scope. Administrative Waivers may be granted only for the following:
 1. Setback requirements where the setback is not decreased by more than ten percent in the applicable zoning district and the encroachment does not extend into an easement, right-of-way, or is an encroachment over the property line for a zero-lot line required site.
 2. Reduction in the overall required parking by ten percent.
 3. Landscaping or buffers. Up to a ten percent reduction in the width of required buffers or the required number of trees and shrubs.
 4. Preservation of Vegetation. A deviation from the following regulations to accommodate the preservation of existing protected tree(s):
 - a. Up to five percent of a required setback; or

- b. Up to five percent of the required parking spaces.
- 5. Minor sign deviations as set forth in the sign regulations of this code.
- 6. Maximum lot coverage. Up to a ten percent increase in the maximum percentage of lot coverage by impervious surfaces, provided the applicant submits calculations by a Florida Registered Professional Engineer showing that the conveyance system for the contributing drainage basin can accommodate the additional stormwater run-off, where applicable.
 - a. A property owner may also add retention storage on-site to compensate for the additional runoff in situations where they propose to exceed the maximum.
 - b. All such calculations and drainage plans must be approved by the City Public Services Department prior to issuance of any building permits.
- 7. Minor deviations in lot width, depth, or area up to 10%.
- C. Review Criteria. An Administrative Waiver may be approved based on the following criteria:
 - 1. The proposed deviation will not result in development that is inconsistent with the intended character of the applicable zoning district.
 - 2. The normally required code standard(s) is determined to significantly inhibit development of the site.
 - 3. The deviation will not impede the ability of the project or site to adequately provide for service areas and other development features for the project.
 - 4. Access for service and emergency vehicles will not be impeded.
 - 5. The proposed deviations will result in a building and site design of equal or superior quality.
 - 6. The impacts of the waiver are otherwise addressed.
- D. Effective date of approval. A deviation shall take effect upon signed approval by the Community Development Services Director.
- E. If an Administrative Waiver is not approved, the applicant may subsequently apply for a Variance through the PDB.

3.04.06 - Development Orders

- A. Applicability. The procedures contained in this Section are applicable to all projects involving land development, including Site Development Plans. Also included are projects which involve the construction of any facility, the expansion of a site through acquisition or lease, alteration or conversion of an existing site or structures, or the change of use of a site or structure where the site or structure does not meet the current standards or criteria of these regulations.
 - 1. The provisions of this Section, where appropriate, are to be applied to on-site and off-site development activity.
 - 2. No land development activity (including land clearing, excavation, or placement of fill) shall commence without obtaining the appropriate approvals and permits required by this code.
- B. Exceptions. The requirements of this section do not apply to:
 - 1. Single-family dwellings; or
 - 2. Duplex dwellings on existing platted lots.
 - 3. General upkeep or cleaning of debris and dead vegetation.
- C. Plan Preparation. A professional engineer registered in the state of Florida shall design all required improvements such as streets, drainage systems, water and sewage facilities, etc.
 - 1. All plans, drawings, reports, and calculations shall be prepared, signed, and sealed by the appropriate licensed professional, such as engineers, architects, landscape architects, professional surveyors and mappers, or attorneys, registered in the state of Florida.
 - 2. Other specialized consultants, such as environmental consultants, structural engineers, archaeologists, etc., may be required to assist in the preparation of the plans, drawings, reports, or other documents required for application submittals.
- D. General Plan Requirements. All site development plans submitted in conjunction with application for a Development Order shall include, at minimum, the following components as applicable:
 - 1. A signed and sealed survey showing the location of existing property and rights-of-way lines, both for private and public property.
 - 2. The location of streets, sidewalks, airports, railroads, buildings, transmission lines, sewers, bridges, culverts, drainpipes, water mains, fire hydrants, and any other public or private easements.

3. Any land rendered unusable for development purposes by easements, deed restrictions or other legally enforceable covenants or limitations.
4. All watercourses, water bodies, floodplains, wetlands, important natural features, wildlife areas, soil types and vegetative cover on or adjacent to the site.
5. The location of environmentally sensitive lands as designated by the US Army Corp of Engineers.
6. The existing land use, future land use and zoning district of the lands involved in the development.
7. The location of the proposed development as well as the intensity and/or density of the proposed development.
8. A parking circulation plan that includes onsite traffic flow, points of ingress and egress and any planned public or private roads, rights-of-way, pedestrian ways, bicycle paths or transportation facilities.
9. A traffic study showing the and impacts from the development on nearby roadways.
10. Any existing and proposed stormwater management systems on the site and proposed linkage, if any, with existing or planned public stormwater management systems. As well as all calculations that were used in design of the management facilities.
11. A stormwater management plan during construction.
12. The proposed location and sizing of potable water and wastewater facilities to serve the proposed development.
13. Proposed open space areas on the development site and types of activities proposed to be permitted on such open space areas.
14. Lands to be dedicated or transferred to a public or private entity and the purposes for which the lands will be held and used.
15. A description of how the development will mitigate or avoid potential conflicts between land uses to include a description of any buffering and transitions.
16. Architectural elevations of all buildings sufficient to convey the basic architectural intent of the proposed improvements.
17. The total project area and total disturbed area.
18. A map of vegetative cover including the location and identity, by common name, of all protected trees.
19. A topographic map with one foot contours of the site clearly showing the location, identification and elevation of benchmarks, including at least one benchmark for each major water control structure.
20. The location of any underground or overhead utilities, culverts and drains on the property and within one hundred feet of the proposed development boundary.
21. Area and percentage of total site to be covered by impervious surfaces.
22. Grading and erosion control plans, specifically including perimeter grading.
23. Construction phase lines.
24. Building plans showing the location, dimensions, gross floor area and proposed use of buildings.
25. Building setback distances from property lines, abutting rights-of-way and all adjacent buildings and structures.
26. The location, dimensions, type, composition and intended use of all ancillary structures.
27. The location and specifications of any proposed garbage dumpsters.
28. Cross sections and specifications of all proposed pavement.
29. Typical and special roadway and drain sections and summaries of quantities.
30. Plan and profiles of each proposed street, including private streets, at a horizontal scale of 50 feet or less to the inch, and a vertical scale of 5 feet or less to the inch, with existing and proposed grades indicated. These profiles must show proposed sanitary sewers, swales, water mains, and storm sewers with grades, length, and sizes indicated for each.
31. Information sufficient to determine compliance with the landscape and tree protection regulations of this Chapter.
32. The location, accompanied by all necessary drawings, construction plans, wiring plans, etc., of all proposed signs.
33. The proposed number, minimum area and location of lots, if the development involves a subdivision of land.

34. All lots shall be numbered either by progressive numbers or in blocks progressively numbered or lettered except that blocks in numbered additions bearing the same name may be numbered consecutively throughout several additions.
 35. All interior excluded parcels shall be indicated and labeled accordingly.
 36. All contiguous property shall be identified by development title, plat book and page, or if the land is unplatted it shall be so designated.
 37. The total number and type of residential units categorized according to number of bedrooms.
 38. The total number of residential units per gross acre.
 39. Location of onsite wells, if any, and wells within 200 feet of any property line, if any.
 40. Restrictions pertaining to the type and use of existing or proposed improvements, waterways, open spaces, buffer strips and the like shall require the establishment of restrictive covenants and such covenants shall be submitted with the final development plan for recordation.
 41. If the development includes private streets, an ownership and maintenance association document shall be submitted with the final development plan and the dedication contained on the development plan shall clearly indicate the roads and maintenance responsibility to the association without recourse to the city or any other public agency.
 42. If the development is to be phased for any reason, a master plan for the entire project shall be submitted with the development plan for the first phase or phases for which approval is sought. In addition, a schedule indicating approximate development phasing, including the sequence for each phase, shall be included.
 43. The manner in which historic and archaeological sites on or near the site will be protected.
- E. Review Process. The application review and approval process for Administrative approvals of development plans shall be in accordance with the application, review, and decision procedures as outlined above. Development Order application approval shall generally adhere to the following process:
1. A complete application is submitted by the applicant;
 2. Staff determines sufficiency and compliance through coordinated departmental review;
 3. Once sufficiency and compliance with the City's Comprehensive Plan and Land Development Code is established the Planning Administrator shall issue a final report to the Director;
 4. This report shall include the following:
 - a. Proof of completeness;
 - b. All plans and related documents;
 - c. All staff comments and reports;
 - d. A staff recommendation based on the approval criteria as outlined in subsection F; and
 - e. All public comment received relating to the proposed development.
- F. Criteria. The Director may approve, approve with conditions, or deny the application, after consideration and review of the following:
1. The development, as proposed, conforms to the comprehensive plan and is consistent with the recommendations of any applicable PUD Concept Plan, Conceptual Plats, or master plans which have been approved or accepted by the City Council;
 2. The proposed development plans, landscape plans, engineering plans, lighting plans, and other required plans conform or will conform with all applicable City codes, any engineering design standards, and other standards as set forth in this code;
 3. The development will efficiently use or will not unduly burden or deteriorate levels of service standards for the drainage, water, sewer, solid waste disposal, education, recreation, or other necessary public facilities existing, being constructed or are planned and budgeted for construction in the area;
 4. The development provides sufficient on-site storm water management improvements to meet state water quality and flood protection standards;
 5. The development will efficiently use or will not unduly burden or affect public transportation facilities, including public transit, public streets, roads, and highways which have been planned and budgeted for construction in the area,
 6. The development provides necessary and adequate vehicular circulation, pedestrian access, ingress and egress, and is configured in a manner to minimize hazards and impacts on adjacent properties and adjacent rights-of-way.

7. The Public Services Director may require utility, drainage or other easements be accepted by City Council and recorded in the public records prior to approval of a Development Order application or administrative permit.
 8. Projects that involve a vacation of plat or release of easement may have review or approval withheld until such vacation or release of easement has been approved or recorded, as determined by the Director.
 9. The Director may attach any reasonable conditions, safeguards, limitations, or requirements to the approval of a plan which are found necessary and consistent with this section and to carry out the purposes of this Code and the Comprehensive Plan.
 10. The Director, may at his or her discretion, forward any application to the PDB for approval or review and recommendation to City Council.
- G. Final Approval. After a final development order has been issued, the applicant may, within 12 months of the issuance of the final development order, apply for the necessary construction and/or administrative permits. Following any required appeal period, the city shall issue the necessary permits if the proposed construction is consistent with the final development order.
1. If the application for a construction permit deviates from the final development plan the Director shall notify the applicant within five working days of the permit application.
- H. Effect of Plan Approval. Approved site development plans are valid for 12 months from the date of approval. If a Development Order extension has not been obtained prior to the expiration date, the approval expires and becomes null and void.
1. The issuance of a Development Order shall serve as authorization for an applicant to apply for construction and administrative permits only.
 2. An applicant may apply for a one-year extension for good cause. Such an extension may be granted for any plan approved after the effective date of this ordinance and two years prior to adoption. The extension request must be filed prior to the expiration date of plan approval. If the project is within a PUD, or a phased development, the expiration of plan approvals may differ, as established in the original approval.
- I. Pre-construction Meeting. At the discretion of the Director, Building Official, or an Administrator, the applicant may be required to schedule a preconstruction meeting where representatives of the developer, the City, contractors, and franchise utilities shall discuss the construction of the planned improvements. No work shall take place prior to the preconstruction meeting when one is required.
- J. Development Order Amendments
1. Site Development Plan Amendments. Plan amendments include changes to projects which impact multiple aspects of the development, may affect multiple plans, and will require multiple departmental reviews to evaluate the proposed amendment to the plan(s).
 - a. The amendment process may not be used to substantively modify the scheme of development as originally approved.
 - b. Proposed amendments that impact PUD approval criteria or conditions must receive approval of an amendment to the PUD prior to receiving approval.
 - c. Amendments may apply to projects that are currently under review, projects under construction or phased projects that have yet to be completed.
 - d. The applicant shall submit a letter of intent, the applicable fee, the amended plan(s) and any other documentation required to review the proposed amendment.
 - e. The Director shall determine if the proposed changes to the plan can be processed as an amendment, qualify for a lesser review process or require a complete review as equivalent to the original review process.
 - f. Site Development Plan Amendments are subject to additional review and processing fees.
 2. Limited Review Revisions to an approved plan while under construction may be approved in writing by the Planning Administrator, where applicable, provided such revisions fully conform to all existing City regulation.
 - a. The limited review process shall be utilized when the proposed plan revisions meet the following:
 - (1) Does not affect the projects minimum technical requirements of this Code;
 - (2) Does not require review by multiple staff or departments;
 - (3) Does not change the gross square footage of a building by more than ten percent;
 - (4) Does not adversely impact compliance with the approved plan; and

- (5) The proposed revision will not alter the required infrastructure and improvements necessary to serve the project.
 - b. The Planning Administrator, where applicable, will determine if the revision requires an approved plan revision or if the revision can be shown on the As-built Drawings.
3. Changes that exceed the criteria or the scope of a limited review as specified in this subsection or, as determined by the Planning Administrator, where applicable, may be processed as an amendment or as a full review in accordance with this section.

3.04.07 - Administrative Permits

- A. Certain buildings, structures, improvements, and installations are either exempted by the Florida Building Code from building permit issuance or are required to meet the additional standards of this Land Development Code. Therefore, such buildings, structures, improvements and installations shall be subject to the various development review processes and/or the zoning compliance certificate standards contained in this Chapter.
- B. An administrative permit is required for all development that does not necessitate the issuance of a development order or that is not otherwise exempted by this Land Development Code. In instances where the Florida Building Code requires building permit issuance, an administrative permit may not be issued but a site development review will occur concurrent with the building review. The Community Development Services Director, or designee will determine which divisions and departments will participate in the review of building permits and administrative permits.
- C. Applicability. An administrative permit shall be required for the following development types and/or instances of construction, improvements and installations.
 1. Land Clearing and Protected Tree Removal;
 2. Home Occupations;
 3. Minor non-residential additions and site improvements which create less than 2,200 sq.ft. of impervious surface area, or that create more than 2,200 sq. Ft. of impervious surface area but do not increase the parking requirement or impact on City services;
 4. Other similar minor developments, as determined by the Community Development Services Director, or designee.
- D. Staff Approval. An administrative permit application shall be approved provided all departmental reviewers have accepted the plans and/or accepted the plans with conditions.
- E. Review. The applicant for an administrative permit shall be notified in writing, to include electronic messaging, of any deficiencies in their application within seven (7) days of submittal.
 1. Staff shall act upon complete and sufficient applications for site administrative permits within seven (7) calendar days from the date of a complete application submittal.
- F. Administrative Permit Approvals.
 1. All approvals will be issued in compliance with the approved plans, if applicable, and may contain relevant conditions of the associated plan approval.
 2. If the proposed construction or alteration conforms with all applicable provisions of this Code and all other applicable laws, staff shall issue an administrative permit or other construction authorization.
 3. If the proposed construction or alteration fails to conform, staff shall deny the application and shall deliver written notice, to include electronic messaging, to the applicant stating the reason for denial.
- G. Effect of Approval, Expiration, and Extensions. A site development order shall expire six months from the date of issuance unless the permitted improvements are under construction and have passed a required inspection within the thirty days prior to the expiration of the approval. Erosion control inspections, if applicable, will not extend the expiration date.
 1. An approval may be extended for an additional ninety days. Failure to either pass a required inspection or request an extension within the ninety-day period provided, will result in the expiration of the approval.
 2. Thereafter, a new approval will be required to continue construction.

3.04.08 - Temporary Use Permits

- A. Purpose and Intent. To authorize the temporary uses and activities which do not exceed specific time frames.
- B. General Standards.

1. Only uses listed below, or otherwise approved as temporary uses in Chapter 7, may be allowed as temporary uses.
 2. Each temporary use shall be evaluated by Community Development Services for compliance with the standards and conditions set forth in this LDC and the applicable zoning district.
 3. A temporary use permit shall take effect at the time of permit issuance and is in effect only for the specific time-period established in the temporary use approval.
- C. Review Criteria. When considering an application for a temporary use, the Community Development Services Director or Community Recreation and Enrichment Services Director, as appropriate, shall consider whether and the extent to which:
1. The temporary use is consistent with the purposes, goals, objectives, and policies of the Comprehensive Plan;
 2. The temporary use complies with all relevant and appropriate portions of Chapter 7 and any established Development Standards;
 3. The temporary use is not incompatible with the character of the immediate surrounding area;
 4. The design, duration, and hours of operation of the temporary use minimizes adverse impacts on nearby properties, including visual and noise impacts;
 5. Whether the use complies with all relevant standards related to health, sanitation, and transportation;
 6. The temporary use complies with all other applicable provisions of this Code;
 7. Any permanent structures used in conjunction with a temporary use must comply with the requirement for adequate public facilities; and
 8. Whether any public safety detail will be necessary.
- D. Allowable temporary uses. The following temporary uses shall require a permit:
1. Firework, pumpkin, and Christmas tree sales, to include a sales office.
 2. Outdoor display of merchandise.
 3. Temporary Storage Containers.
 4. Temporary Off-Site Vehicle Sales.
 5. Tents for other than Special Events.
 6. Other events not named but similar to those enumerated in this subsection.
- E. Outdoor Display of Merchandise
1. Purpose and Intent.
 - a. To provide standards and criteria for review and approval of outdoor display of merchandise.
 - b. To provide reasonable limitations or special conditions for outdoor display to address, minimize, or ameliorate potential impacts of the use on surrounding property and for the protection of the public health, safety, and welfare.
 2. General Requirements.
 - a. Outdoor display of merchandise is prohibited in all residential districts, except within the Agricultural zoning district for approved fruit and/or vegetable sales.
 - b. Unless otherwise permitted, outdoor display of merchandise in the C-1 and C-2 districts is prohibited, except on improved property in accordance with the following standards:
 - c. The following items may be displayed in conjunction with an existing licensed business location which retails these items: boats; new or used cars by auto dealerships or auto rental companies; bicycles; motorcycles; garden equipment such as lawnmowers; landscaping nursery items displayed by a nursery business; tires at auto repair businesses; and temporary uses authorized by this code.
 - d. In addition to outdoor display listed above, the outdoor displays of fruit, vegetables, flowers, jewelry, books or antiques are allowed in the C-1, C-2, and in the mixed-use zoning district in conjunction with an approved commercial use, as an approved Temporary use.
 - e. These restrictions shall not apply to approved Special Events.
 - (1) If such displays are placed on a public sidewalk or right-of-way during a special event, such displays shall comply with the following regulations:
 - (a) Displays may be placed on the public sidewalk only directly in front of the lawfully existing business which retails the items being displayed.
 - (b) At no time shall a display create a hazard for pedestrian or vehicular traffic.

- (2) Displays shall be placed on tables, shelves and/or racks that are moved indoors or off-site during any hours the business is not open or the duly approved event is not permitted.
- f. All other outdoor display of merchandise must be approved by the City Manager or designee following review at a public meeting.

3.04.09 - Minor Re-Plat

- A. A minor plat shall be defined as modifying only the geometry of the lots of an existing platted subdivision within the limitations of the existing zoning and future land use designations.
- B. Where development involves a minor replat as defined by this Chapter, the City may issue an administrative permit without requiring an application review process and a final development order.
- C. Developers shall be required to record the minor replat in the official county records at no expense to the city and provide a copy to the city.
- D. Prior to approval of a minor replat by the Planning Administrator, or designee, the following standards shall be met:
 - 1. Each proposed lot must conform to the requirements of this chapter and adopted ordinances of the city.
 - 2. If any lot abuts a street right-of-way that does not conform to the design specifications provided in this chapter, the owner may be required to dedicate one-half the right-of-way width necessary to meet the minimum design requirements.

3.04.10 - Periodic Inspection Required; Correction of Deficiencies

- A. Authorized City Staff, the City Engineer, and utility inspectors shall periodically inspect all phases of construction of streets, drainage improvements and utility installations including those improvements which are not to be dedicated to the public but are subject to this chapter. The City official will immediately call to the attention of the developer, or the developer's engineer, any nonconforming work or deficiencies in the work.
- B. Correction of deficiencies in the work is the responsibility of the developer.
 - 1. It is the responsibility of the developer's contractor to schedule the appropriate inspections as identified on the approvals or permits.
 - 2. Duly authorized representatives shall have the right to enter upon the property for the purpose of inspecting the quality of materials and workmanship and reviewing the construction of required improvements during the progress of such construction.

3.04.11 - Final Inspection and Certificate of Occupancy

- A. Prior to the issuance of a Certificate of Occupancy an As-built Survey and Certification of Completion must be submitted which identifies and specifies the locations, dimensions, elevations, capacities, and capabilities of the infrastructure and facilities as they have been constructed.
- B. Upon completion of all improvements required under the approved plans or phase thereof, an inspection must be performed by the developer's engineer and the landscape architect, where applicable. Upon finding the development to be completed and in substantial compliance with the approved plans, the engineer and landscape architect must each submit a letter of substantial compliance along with an As-built Survey to the City, together with certified building as-built drawings.
- C. No final inspection will be performed by the City until the letter(s) of substantial compliance and As-built Survey have been accepted.
 - 1. The letter(s) of substantial compliance shall include a description of any minor changes as shown on the As-built Survey.
 - 2. The letter must certify that the project was completed in accordance with the plans approved and attached to the Development Order or any addendums to the Development Order.
 - 3. The letter must be signed and sealed by the Project Engineer of record for the project.
- D. Only minor changes which do not substantially affect the technical requirements of the approved plans and this code are to be indicated on the As-built Survey.
- E. Letters of substantial compliance shall be digitally signed and sealed in PDF format.
 - 1. Substantial compliance requires that the development, as determined by an on-site inspection by a professional engineer, is completed to all the specifications of the approved plans and that any deviation

between the approved plans and actual as-built construction is so inconsequential that, on the basis of accepted engineering practices, it is not significant enough to be shown on the As-built Survey.

- F. The respective professionals shall prepare and submit to the City, a digitally signed and sealed As-built Survey, in PDF format, of the completed project improvements. The As-Built Survey shall be provided for the complete civil engineering and landscape features of the project
- G. The As-built survey shall be the complete set of approved plans which show strikethrough and markup of the as-built information obtained from direct field observation, survey, or contractor "as-built" drawings. Topographic surveys will not be accepted.
- H. Upon acceptance of the letter of substantial compliance and As-built Survey, City staff shall perform final inspections.
- I. If the final inspections reveal that the development or phase is in substantial compliance with the approved plans, a Certificate of Occupancy will be issued.
- J. If the final inspections reveal that the development or phase thereof is not in substantial compliance with the approved plans, a list of all deviations will be forwarded to the engineer. All deviations must be corrected prior to re-inspection. A new letter of substantial compliance may be required prior to re-inspection. Re-inspection fees will be charged for each re-inspection in accordance with the adopted fee schedule and must be paid prior to receiving a Certificate of Occupancy.
- K. Projects involving permits or approvals issued by County, State, or Federal agencies shall provide evidence that the respective agencies have approved, accepted, or certified that the improvements or work subject to their review has been satisfactorily completed and are ready for use or to be placed into service, prior to Certificate of occupancy issuance.
- L. Turnover of developer installed improvements. Projects that include construction of improvements that will be turned over to the City for ownership and maintenance must also provide a complete package of turnover documents, acceptable to the City, as required by the Director of Public Services.
 - 1. Improvements shall be conveyed to the City by bill of sale in a form satisfactory to the City Attorney, together with such other evidence as may be required by the City that the improvements proposed to be transferred to the City are free of all liens and encumbrances.
 - 2. Turnover documents must be provided to the Director of Public Services with the submittal of a Certification of Substantial Completion and As-built Survey.
 - 3. Improvements constructed pursuant to this Section may not be placed into service or otherwise utilized until the Director of Public Services has authorized such use.
- M. Ongoing compliance. A development project must remain in compliance with the approved development plans, including all conditions, after a letter of certificate of occupancy has been issued by the City. This requirement applies to any property covered by the development plan, whether or not it continues to be owned by the original developer. For purposes of determining compliance, the development plan as approved and constructed, or subsequently amended in accordance with this section, will control.
 - 1. The standards applicable to review for compliance purposes will be based upon the regulations in effect at the time the of plan approval and any applicable amendment, or revision was constructed.

3.04.12 - Stop Work Orders for Site Development

- A. The Director shall have authority to stop work if improvements not authorized in approved plans are being installed or upon failure of the applicant or his engineer to coordinate the construction of the required improvements so as to minimize activities which may have adverse impacts on surrounding property.
 - 1. Authority. Whenever the Director finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Director is authorized to issue a stop work order.
 - 2. Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, all work on the construction site shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.
 - 3. Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

3.04.13 - Violation of an Approved Development Plan

- A. Where construction is commenced for improvements not authorized by an approved development plan, the applicant will be issued a stop work order until an application to amend or correct the respective plan approval has been submitted and approved.
 - 1. An application to amend or correct an approved development plan after construction has commenced in violation of the original approval will be charged an application fee equal to four times the original application base fee.
 - 2. The Director shall have the sole discretion to waive the above fee.
- B. Submittal of the application and payment of the application fee does not protect the applicant from the remedies described in this Code. Any of these forms of relief can be sought or maintained by the City until the problem is abated.
- C. Failure to maintain a development in compliance with an issued and approved Development Order and/or Certificate of Occupancy, constitutes a violation of this Code.

3.04.14 - Phased Projects

- A. Development projects may be split into phases to accommodate the development plans and schedules of the developer.
- B. Development projects may be required by the City to be split into phases to in order to maintain adopted level of service standards.
- C. Site Development Plans. The phasing plan shall show all required facilities, infrastructure, and buildings, if applicable, on the entire development site that is covered by the Development Order application.
- D. If more than one building is covered by the development plan and the developer does not intend to receive certificates of occupancy (CO) for all the buildings at one time, a separate Site Administrative Permit or written construction authorization will be required for each build or buildings to receive a CO apart from the other buildings.
- E. A certificate of compliance for streets, utilities, parking areas, and drainage serving each building(s) will be required from the engineer of record prior to the City performing final inspection and closing that phase of the project and prior to receiving a certificate of occupancy from Community Development Services.
- F. If a final inspection is requested for only a portion of a development, that portion must be an approved phase of the development in accordance with the approved Phased Site Development Plan.

3.04.15 - Guarantees and Sureties

- A. Applicability. The provisions of this section apply to all proposed developments in the city, including private road subdivisions. Nothing in this section shall be construed as relieving the developer or applicant of any requirement relating to concurrency or maintenance of levels of service as may be required by this chapter or the Comprehensive Plan.
 - 1. This section does not modify any existing agreements between a developer and the city for subdivisions platted and final development orders granted prior to the effective date of this chapter.
- B. Improvements, agreements required. The approval of any Development Order application shall be subject to the developer providing assurance that all required improvements, including, but not limited to, storm water and drainage facilities, streets and roadways, water and sewer lines and appurtenances, parking facilities, sidewalks, curbs, gutters, markers, monuments, open space and recreation facilities, shall be satisfactorily constructed according to the approved development plan. The following information shall be provided:
 - 1. A written agreement that all improvements, whether required by this chapter or constructed at the developer's option, shall be constructed in accordance with the standards and provisions of this chapter.
 - a. The term of the agreement indicating that all required improvements shall be satisfactorily constructed within the period stipulated. The term shall not exceed five years from the recording of the plat or thirty percent occupancy of the development, whichever comes first.
 - 2. The projected total cost for each improvement. Cost for construction shall be determined by:
 - a. An estimate prepared and provided by the applicant's engineer; or
 - b. A copy of the executed construction contract;

3. Specification of the public improvements to be made and dedicated together with the timetable for making improvements;
 4. Agreement that, upon failure of the applicant to make required improvements (or to cause them to be made) according to the schedule for making such improvements, the city shall utilize the security provided in connection with the agreement.
 5. Provision of the amount and type of security provided to insure performance.
 6. Provisions that the amount of the security may be reduced periodically as construction proceeds and improvements are made.
- C. Amount and type of security.
1. The City Manager shall be responsible for determining the adequacy of the security proposed to be provided by the developer.
 - a. Security requirements may be met but are not limited to the following:
 - (1) Cash in the form of cashier's check or certified check;
 - (2) Provision of an interest-bearing certificate of deposit in honor of the city with interest payable to the city; or
 2. Irrevocable letter of credit. The amount of security shall be 120 percent of the total construction costs for the required developer-installed improvements (public and private). The amount of security may be reduced commensurate with the completion and final acceptance of required improvements. In no case, however, shall the amount of the security be less than 120 percent of the cost of completing the remaining required improvements.
 3. Completion of improvements. When improvements are completed, final inspection shall be conducted and corrections, if any, shall be completed before final acceptance by the city. The recommendation for final acceptance shall be made upon receipt of a certification of project completion by the city engineer.
 - a. As required improvements are completed and accepted, the developer may apply for release of all or a portion of the security consistent with the requirements above.
 4. Maintenance of improvements.
 - a. A maintenance agreement and security shall be provided to assure the city that all required improvements shall be maintained by the developer according to the requirements of this chapter relating to roads, streets, stormwater drainage, open space and recreation areas.
 - b. The period of maintenance shall be for a period of 18 months.
 - c. The maintenance period shall begin with the acceptance by the city of construction of the improvements.
 5. The security shall be in an amount equal to 15 percent of the construction cost of the improvements and shall be in effect for a period of not less than 24 months.
 6. Whenever proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the city, a legal entity shall be created that shall be responsible for the ownership and maintenance of such facilities and/or improvements.
 7. When the proposed development is to be organized as a condominium under the provisions of Florida Statutes, common facilities and property shall be conveyed to the condominium association pursuant to that law.
 8. When no condominium is to be organized, an owner's association shall be created, and all common facilities and properties shall be conveyed to that association.
 9. No Development Order shall be issued for a development for which an owner's association is required until the association is established, and proof thereof filed with the Director of Community Development Services.
 10. An organization established for the purpose of owning and maintaining common facilities not proposed for dedication to the city shall be created by covenants running with the land. Such covenant shall be included with the final plat. Such organization shall not be dissolved, nor shall it dispose of any common facilities or open space by sale or otherwise without first offering to dedicate the same to the city.

3.05.00 - SPECIFIC REVIEW PROCEDURES - QUASI-JUDICIAL PERMITS AND APPROVALS

The following sections outline the various application types and approvals which shall require quasi-judicial proceedings. The Public hearing processes outlined in Section 3.02.02 shall apply.

3.05.01 - General Requirements

Effective Date. Final decisions for quasi-judicial permits shall take effect on the date the Order for the application in question is recorded in the public record.

3.05.02 - Variances

A. General.

1. A variance may be sought from any bulk, area, or dimensional standard contained this LDC.
2. Nonconforming use of neighboring lands, structures, or buildings in the same district, and permitted use of land, structures, or buildings in other districts, shall not be considered grounds for the issuance of a variance.

B. Approval Criteria. In order to authorize a variance, the PDB must find that the application meets all of following criteria:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;
2. That the special conditions and circumstances do not result from the actions of the applicant;
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, buildings, or structures in the same zoning district;
4. That literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of these regulations and would cause or impart unnecessary and undue hardship on the applicant;
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure;
6. That granting the variance will not change the use to one that is not permitted in the zoning district or different from other land in the same district; and
7. That the granting of the variance will be in harmony with the general intent and purpose of these regulations, and that the variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

C. Effect of Approval. An approved variance shall run with the land.

3.05.03 - Vacations of Plats, Easements, and Rights-Of-Way

A. Purpose and Intent.

1. The purpose and intent of this section is to provide procedures for City Council to vacate rights-of-way, easements, and plats pursuant to authority granted under Florida law. The City Council may adopt ordinances vacating plats in whole or in part of subdivisions within the corporate limits of the city, returning the property covered by such plats either in whole or in part into acreage for the purpose of taxation, or vacating public rights-of-way, public easements, or other property in response to applications filed from adjoining property owners.

B. General.

1. The city may retain an easement for utilities or drainage over any vacated right-of-way and that no use may be made of vacated right-of-way which will be inconsistent with or interfere with the retained easement. The party seeking vacation of a plat, city street, alley, other right-of-way, public easement, or other property must show or submit the following:
 - a. A completed application on forms provided by Community Development Services.
 - b. Petitioner has title to the tract or parcel of land covered by the plat or portion of the plat of which vacation is sought, unless the petitioner is the City of Crestview;
 - c. Letter of approval from Okaloosa County, if applicable;
 - d. Letter of approval from affected telephone companies;
 - e. Letter of approval from affected cable companies; and

- f. Letter of approval from any other affected utility companies (e.g., water, sewer);
 - g. If a Vacation is being sought, the signatures of all abutting property owners consenting to such a vacation.
- 2. Applicants requesting to vacate rights-of-way or easements shall provide a recent boundary survey or survey sketch of the property prepared by a registered surveyor showing the area to be vacated and provide a complete legal description(s). The survey or sketch shall show all pavement and all utility and drainage facilities, including water, sewer, cable lines, utility poles, swales, ditches, manholes, and catch basins. Separate drawings and legal descriptions are required for each vacation area when right-of-way and easement configurations differ.
- C. Standards and Criteria. Applications for vacations shall be reviewed in accordance with the following criteria:
 - 1. Whether the plat, easements, or rights-of-way are required by the City for any future transportation, access, water management, or public utility purposes.
 - 2. Whether any required easements are necessary to accommodate the vacation of any plat, easement, or right-of-way.
 - 3. If alternate routes are required or available that do not cause adverse impacts to surrounding areas.
 - 4. If the closure of a right-of-way negatively affects areas utilized for vehicles to turn around and exit an area.
 - 5. Whether local utility providers have given consent to the vacation of the plat, easements, or rights-of-way. The local utility providers may require additional easements or relocation of existing utilities facilities to complete the vacation.
- D. Additional Procedures and Requirements. In addition to the standard notice requirements required by this Code, the following additional notice requirements apply for vacations:
 - 1. If the parcel to be vacated includes an alley, all property owners serviced by the alley and all property owners serviced by a connecting alley shall be noticed.
 - 2. Adoption and recording of resolution and ordinance. After public hearing, the City Council may approve an application for a vacation if it determines there is no reasonably foreseeable public use for the vacated area. Approval of a vacation shall be by resolution or ordinance. The City may retain easements for utilities or drainage in and upon the vacated area. Upon adoption of the resolution vacating the plat or portion thereof, the City Clerk shall furnish to the petitioner a certified copy thereof and the petitioner shall cause the same to be recorded in the public records of the county and shall return a copy, showing the recording information, to Community Development Services.
 - 3. Effect. The adoption and recording of a vacation shall have the effect of vacating all streets and alleys and city-owned easements shown on the portion of the plat so vacated, unless the resolution or ordinance specifically reserved unto the city such city-owned easements or such streets or alleys. If public rights-of-way are vacated, the resolution or ordinance shall specify whether or not easements are reserved therein for utilities and drainage. The resolution or ordinance shall not have the effect of vacating any public canal shown on the portion of the plat vacated, unless the resolution or ordinance specifically so provides.
 - 4. Petitioner's responsibility. The city, City Council, and all officers, employees, and agents thereof shall not assume any responsibility or liability for any matters and things to be done or completed by the petitioner pursuant to the provisions hereof. It is recognized that this procedure may affect substantial interests in real property and other proprietary rights, and the petitioner shall assume full and complete responsibility for compliance with the requirements of law and these procedures in connection with or arising out of any vacation proceedings instituted by the petitioner.

3.05.04 - Conceptual Plats

- A. General.
 - 1. A conceptual plat is a preliminary document, resembling a legally recordable plat, that describes the intended division of land, including lots, alleys, rights-of-way, common areas, easements, and other elements defined in F.S. 177.031.
- B. Purpose and Intent.
 - 1. Conceptual plats allow the Planning and Development Board as well as the City Council to review a proposed subdivision of land prior to the approval of any subdivision construction plans.
- C. Specific Conceptual Plat Requirements.
 - 1. Conceptual plat shall include a signed and sealed boundary survey of the proposed land to be subdivided.

- D. Conceptual Plat Application and Review Procedure.
 - 1. Conceptual Plat shall be included with subdivision construction plans, as part of a subdivision development application.
 - 2. Conceptual Plats shall first be reviewed by planning staff, who will then provide the Conceptual Plat to the Planning and Development board for approval and recommendation.
 - 3. If approved by the Planning and Development Board, the Board shall then provide the Conceptual Plat and their recommendation to the City Council for approval.
 - 4. The Conceptual Plat shall then be reviewed for approval by the City Council.
- E. Review Standards and Criteria.
 - 1. Conceptual Plats will be reviewed by planning staff for conformance with applicable City Codes, the Comprehensive Plan and F.S. Chapter 177.
 - 2. Conceptual Plats will be reviewed by the Planning and Development board for conformance with applicable City Codes and the Comprehensive Plan.
 - 3. Conceptual Plats will be reviewed by the City Council for conformance with applicable City Codes and the Comprehensive Plan.

3.05.05 - Final Plats

- A. Generally
 - 1. No final plat is to be recorded, or land divided until final plat is approved and signed by all parties in section 3.05.05(E).
- B. Submission.
 - 1. Final plats may be submitted any time following the issuance of a development order for their associated subdivision construction plans.
 - 2. Along with the final plat, all copies of easements, restrictions and covenants, and HOA documents related to the plat shall be provided for review.
- C. Specific Final Plat Requirements.
 - 1. Each final plat shall be prepared and signed by all those required pursuant to F.S. Chapter 177, as amended.
- D. Review Process.
 - 1. Planning staff will review the final plat for conformance with F.S. Chapter 177, as well as send the final plat to the licensed surveyor on contract with the City to review the plat for conformance with F.S. Chapter 177.
 - 2. If planning staff approves plat for presentation to the City Council, the plat along with any related documents including easements, restrictions and covenants and HOA documents, along with staff's recommendation shall be provided to the City Council for approval.
- E. Approval and Signatures.
 - 1. Signature shall be provided by the LPA Chairman based on the Planning and Development Board's decision made at the time of Conceptual Plat review.
 - 2. Signature shall be provided by the Community Development Services director upon approval of As-Built construction plans for the subdivision and following a compliant site inspection from planning staff.
 - 3. Signature shall be provided by the City Engineer upon approval of As-built construction plans for the subdivision and following a compliant site inspection from the City Engineer.
 - 4. Signature shall be provided by the City Council President upon approval of the final plat by the City Council.
- F. Warranty Period, Defect Security, and Performance Bonds
 - 1. Defect Security.
 - a. Developer may be required to post a defect security in the amount and manner prescribed by law covering any maintenance for improvements which may be accepted by the City.
 - b. Such security shall become effective upon acceptance of the final plat and shall be in an amount determined by the Public Services department to be sufficient to cover 25 percent of the initial cost of the improvements.
 - c. Any damage to city infrastructure, including street pavement, curbing, swales, road shoulders, water and sewer piping during construction within the subdivision will be the responsibility of the individual permittee.
 - 2. Warranty Period.

- a. The warranty period shall run for 18 months on street paving, water, sewer, storm drainage or other improvements and shall be guaranteed by a 24-month defect security. Warranty period may be extended at the discretion of the City Engineer or Public Services Director.
- b. During the 18-month warranty period and prior to release of the required 24-month defect security, the city will cause improvements to be inspected from time to time. The developer shall be notified of any deficiencies identified during the inspections and will be given 30 days to correct them. If deficiencies remain after 30 days, the city will notify the developer of the city's intention to correct the deficiencies with compensation from the defect security bond instrument on file. No notice shall be required in emergency situations where the defect poses a safety hazard or detriment to the public health and welfare.

3.05.06 - Planned Unit Developments (PUD)

A. General.

1. A Planned Unit Development (PUD) is an area designed for development as a cohesive unit, where uses and innovations in design and layout of the development provide public benefits when compared to standard zoning or uniform lot and block subdivision patterns and design features.
2. In a PUD, the various land use elements are designed so that they interrelate with each other. The boundary between a PUD and adjacent land area(s) requires particular attention to ensure transition and that land use patterns are compatible.
3. Permitted uses in a PUD must be consistent with the Comprehensive Plan future land use classification for the site(s) in question.

B. Purpose and Intent. The purpose and intent of a PUD are to:

1. Innovation in Design. To encourage innovations in residential, commercial, mixed-use, and industrial development so that the needs of the population may be met by greater variety in type, design and layout of buildings and land uses and by the conservation and more efficient use of the space.
2. Appropriate Land Use. To promote the most appropriate use(s) of the land.
3. High Quality Development. To improve the design, character, and quality of new development.
4. Infrastructure. To facilitate the adequate and efficient provisions of roads and utilities.
5. Increased Compatibility. To achieve compatibility with surrounding neighborhoods and developments.
6. Provision of Open Space. To preserve open space as development occurs.
7. Clustering of Uses. To provide for necessary commercial, recreational, and public facilities that are conveniently located to housing.
8. Increased Flexibility. To provide for flexibility in design for new development and future redevelopment.
9. Comprehensive Plan. To achieve the goals of the Comprehensive Plan.
10. To provide a method for previously approved Planned Development Projects to continue to develop under the terms of an approved PDP Development Order and to allow modification to existing PDP approvals under the PUD procedures.

C. Minimum Parcel Size. The minimum parcel size for a PUD is:

1. Non-residential or mixed-use PUD. One acre.
2. All other PUDs. Three acres.

D. PUD approval steps. The PUD review and approval process includes:

1. A rezoning to the PUD zoning district, which establishes the densities, intensities, and permitted uses within the PUD; and
2. A Master Concept Plan, which establishes the design, layout, and dimensional standards of the PUD.

E. Application and submittal requirements. Application and submittal requirements for a PUD are established in this Section. A PUD requires:

1. An application for a rezoning to the PUD zoning district; and
2. A Master Concept Plan submittal.
3. Submittal of the specific PUD application requirements listed below.
4. PUD application for parcels ten acres or larger may apply for a rezone to the PUD zoning district without submitting a Master Concept Plan for concurrent review and processing.

- F. Pre-application meeting required. A pre-application meeting shall be held with City Staff prior to the submittal of a PUD application. The applicant shall indicate the requested PUD zoning district and a sketch of the PUD Master Concept Plan, if applicable, at the meeting.
- G. Specific PUD Submittal Requirements. A PUD application shall include the following:
 - 1. A Letter of Intent, including:
 - a. Reasons the PUD procedure is more desirable than a conventional plan;
 - b. General site description including all parcels and acreages; and
 - c. General project description.
 - 2. A PUD Master Concept Plan indicating:
 - a. Location of the uses within the site;
 - b. Dimensional standards such as height, setbacks, and lot sizes;
 - c. Vehicle circulation patterns, parking areas, and points of access;
 - d. Pedestrian and bicycle circulation with links to other external path systems;
 - e. Open space plan; and
 - f. Landscape and buffer plans.
 - 3. Sample formation of HOA or other organization to operate and maintain open space and other on-site public or private improvements.
 - 4. Phasing plan, if applicable.
- H. Review Standards and Criteria.
 - 1. Every PUD shall be in conformance with the adopted Comprehensive Plan. The maximum density and/or intensity within any PUD shall be consistent with the future land use designation of the site as determined by the Comprehensive Plan.
 - 2. Specific uses, densities, and intensities for each PUD shall be established in the PUD rezoning ordinance. The approved uses, densities, and intensities for a PUD shall take precedence over other standards and requirements in these regulations. The uses approved in a PUD shall be considered permitted uses.
 - 3. Specific bulk, area, and dimensional standards for each PUD shall be approved in the MCP for a PUD and shall take precedence over the standards and requirements in these regulations for development that are not within an approved PUD. Elements to be evaluated for a PUD shall include:
 - a. Appropriateness of the proposed density and/or intensity of the development;
 - b. Internal and external compatibility of the development and surrounding uses;
 - c. Transition and separation between surrounding uses;
 - d. Public amenities, if applicable;
 - e. Access points and vehicular and pedestrian circulation patterns;
 - f. Details and design of internal and external buffers;
 - g. Arrangement and functionality of open space; and
 - h. Additional amenities that will serve the project.
 - 4. Open Space.
 - a. For all PUDs, a minimum of twenty percent of the total land area shall consist of open space.
 - (1) The City may consider a request by the applicant for less than twenty percent open space when deemed appropriate because of size, location, or nature of the proposed development.
 - b. The amenities or off-site improvements shall be utilized by the City or developed by the applicant to mitigate the reduction of open space or to fulfill the recreational needs of the City as required by the Comprehensive Plan.
 - c. Areas that Do Not Count as Open Space.
 - (1) Parking and loading areas,
 - (2) Streets, and rights-of-way shall not count toward usable open space.
 - d. Areas that Count as Open Space.
 - (1) Water bodies,
 - (2) Surface water retention areas,
 - (3) Preservation areas, and riparian areas that are preserved as open space shall count towards this minimum standard, even when they are not usable by or accessible to the residents of the PUD.
 - (4) All other open space shall be conveniently accessible from all occupied structures in the PUD.

- e. Improvements Required. All common open space and recreational facilities shall be shown on the PUD Master Concept Plan and shall be constructed and fully improved according to the development schedule established for each development phase of the PUD.
- f. Landscaping along Sidewalks. All sidewalks within a PUD must be shaded by canopy trees. The area used for shading the sidewalks can be considered as part of the minimum open space requirement.
- g. Maintenance of Open Space. All open space shall continue to conform to its intended use, as specified on the PUD Master Concept Plan. To ensure that public open space identified in the PUD will be used as open space, restrictions, easements, or covenants shall be recorded in deeds or the open space areas may be dedicated to the public to ensure their maintenance and to prohibit the division of any public open space.
- h. Any subdivision of land will require a Property Owners Association (POA) or Home Owners Association (HOA) to ensure that open spaces within a PUD are maintained.
- i. The City is not required to accept dedication of open space areas.
- 5. PUD Perimeter Buffers. The boundary between a PUD and adjacent land uses shall be landscaped with a buffer that has sufficient width and shall include screening to ensure a proper transition and increase compatibility between land uses. The buffer shall be approved in conjunction with the Master Plan.
- 6. Street Standards. All streets, roads, and drive aisles shall be designed and constructed in conformance with the Right-of-way Standards identified in this Land Development Code.
- 7. Phasing. When a PUD is developed in phases, a proportional amount of the open space and recreation areas shall be included in each phase, in order to comply with the open space requirements of this chapter at the completion of each phase of the development.
- I. Master Concept Plan and concurrent Preliminary Subdivision Plan review. The approved Master Concept Plan may be used for Preliminary Subdivision Plan approval, provided the required details and information for review are included in the Master Plan.
- J. Amendments to Planned Unit Developments.
 - 1. Administrative Amendments. Amendments to an approved PUD may be approved administratively if they meet the following criteria:
 - a. Density or intensity is increased by less than ten percent.
 - b. Open space is not decreased by more than five percent.
 - c. There are no changes to any condition of approval.
 - d. There is no change in permitted uses or types of structures.
 - e. Dimensional standards are changed by no more than ten percent.
 - 2. Review Standards for amendments. An approved PUD Master Concept Plan may be amended if the applicant demonstrates that the proposed modification:
 - a. Is consistent with the efficient development and preservation of the entire PUD;
 - b. Does not affect in a substantially adverse manner either the enjoyment of the land abutting upon, adjoining or across a street from the planned unit development;
 - c. Is not granted solely to confer a special benefit upon any person;
 - d. Does not contain proposed uses that detract from other uses approved in the PUD;
 - e. Does not contain an open space plan that differs substantially in quantity or quality from the originally approved plan; and
 - f. Contains streets and utilities that are coordinated with planned and existing street and utilities for the remainder of the PUD.
 - 3. Amendments that require City Council Approval. Any amendment to a PUD that does not meet the criteria in subsections 1 through 2 above, must be approved by the City Council.
- K. Effect of PUD approvals.
 - 1. PUD zoning. A rezoning to a PUD zoning district shall run with the land.
 - 2. Master Concept Plans. A Master Concept Plan shall be valid for any time period established in the conditions of approval for the Plan. If a specific time period is not specified then the MCP shall run with the land.
OR
 - 3. If a Site Development Plan, a building permit for vertical construction, or a subdivision plat has not been approved within 2 years, the Master Concept Plan shall be null and void, unless an extension has been approved by the City Council.

- L. Extensions. A PUD may receive one extension that is valid for two years. Upon expiration of the extension, the Master Concept Plan shall be null and void.

3.05.07 - Zoning Change (Re-Zoning)

- A. Initiation. Applications for a change in zoning may be initiated in the following manner:
 - 1. The City Council, upon its own motion;
 - 2. The Planning and Development Board, upon its own motion;
 - 3. The property owner(s) of at least fifty-one percent of the land in the proposed rezoning area;
 - 4. The City Manager for a City initiated rezoning; or
 - 5. Community Development Services, following approval of a similar use determination.
- B. Review Criteria. An application for a rezoning shall be reviewed in accordance with the following criteria:
 - 1. Whether the proposed zoning district is consistent with the City Comprehensive Plan;
 - 2. Whether the full range of uses allowed in the proposed zoning district will be compatible with existing uses in the area under consideration;
 - 3. Whether the range of uses allowed in the proposed zoning district will be compatible with existing and potential uses in the area under consideration;
 - 4. Whether the proposed zoning district will serve a community need or broader public purpose;
 - 5. To ensure there are not multiple zoning districts assigned to one parcel. Except if secondary zoning is Conservation (E), designated on a plat or development plans as a parcel or easement of conservation or jurisdictional wetlands;
 - 6. The characteristics of the proposed rezoning area are suitable for the uses permitted in the proposed zoning district; and
 - 7. Whether a zoning district other than the district requested will create fewer potential adverse impacts to existing uses in the surrounding area.
- C. Effective date of approval. A rezoning shall take effect upon City Council adoption of the ordinance approving the zoning change.
- D. Effect of Denial. An application for a rezoning which has been previously denied by the City Council shall not be accepted for at least one year after the date of denial. An application to rezone property to a designation that is different than the designation, which was denied by the City Council, will be accepted and considered without consideration of time since the previous application was denied.

3.06.00 SPECIFIC REVIEW PROCEDURES - LEGISLATIVE APPROVALS

The following sections outline the various application types and approvals which shall require legislative proceedings. The Public hearing processes outlined in Section 3.02.02 shall apply.

3.06.01 - Annexations

- A. Purpose of Annexations. Annexations shall be considered for the following reasons:
 - 1. The annexation implements the Comprehensive Plan.
 - 2. The annexation increases the City's inventory of non-residential lands.
 - 3. The annexation results in the removal of enclaves.
 - 4. The annexation results in the logical extension of City boundaries.
- B. Manner of Initiation. Applications to annex property into the City may be initiated in the following manner:
 - 1. The City Council; or
 - 2. By a petition of one or more owners of property within an area proposed for annexation.
- C. Review Criteria. Proposed annexations shall be reviewed in accordance with the requirements of Chapter 171, Florida Statutes.
- D. Effective date of approval: The effective date of an annexation will take place in accordance with Chapter 171, Florida Statutes.

3.06.02 - Future Land Use Map Amendments

- A. Purpose of Amendments. Future Land Use Map amendments shall be considered for the following reasons:
 - 1. The amendment implements the goals, objectives, and policies of the Comprehensive Plan.
 - 2. The amendment promotes compliance with changes to other city, state, or federal regulations.
 - 3. The amendment results in compatible land uses within a specific area.
 - 4. The amendment implements findings of reports, studies, or other documentation regarding functional requirements, contemporary planning practices, environmental requirements, or similar technical assessments.
 - 5. The amendment is consistent with the City's ability to provide adequate public facilities and services.
 - 6. The amendment prepares the City for future growth, such as reflecting changing development patterns, identifying demands for community services, reflecting changes necessary to accommodate current and planned growth in population, and facilitating community infrastructure and public services.
- B. Manner of Initiation. Applications for a Future Land Use Map amendments may be initiated in the following manner:
 - 1. The City Council by its own motion;
 - 2. The Planning and Development Board by its own motion;
 - 3. The City Manager for City initiated requests; or
 - 4. By a petition of one or more property owners of at least 51% of the property owners of an area proposed for amendment.
- C. Review Criteria. Proposed future land use map amendments shall be reviewed in accordance with the requirements of Chapter 163, Florida Statutes, and the following criteria:
 - 1. Whether the proposed future land use amendment is consistent with the goals, policies, and future land use designations of the City Comprehensive Plan;
 - 2. The amendment protects the health, safety, and welfare of the community;
 - 3. The proposed amendment and all of the consistent zoning districts, and the underlying permitted uses, are compatible with the physical and environmental features of the site;
 - 4. The range of zoning districts and all of the allowed uses in those districts are compatible with surrounding uses in terms of land suitability or density and that a change will not result in negative impacts on the community or traffic that cannot be mitigated through application of the development standards in this Code;
 - 5. The site is capable of accommodating all of the allowed uses, whether by right or otherwise, considering existing or planned infrastructure for roads, sanitary and water supply systems, stormwater, parks, etc.; and
 - 6. Other factors deemed appropriate by the Planning and Development Board and City Council.
- D. Effective date of approval. The effective date of a future land use map amendment shall be in accordance with Chapter 163, Florida Statutes.

3.06.03 - Comprehensive Plan Amendments

- A. Purpose of Amendments. Comprehensive Plan amendments shall be considered for the following reasons:
 - 1. The amendment clarifies the intent of the Comprehensive Plan.
 - 2. The amendment corrects an error in the Comprehensive Plan.
 - 3. The amendment addresses changes to state legislation, recent case law, or opinions from the Attorney General of the State of Florida.
 - 4. The amendment implements the Comprehensive Plan.
 - 5. The amendment promotes compliance with changes to other city, state, or federal regulations.
 - 6. The amendment results in compatible land uses within the future land use designation.
 - 7. The amendment implements findings of reports, studies, or other documentation regarding functional requirements, contemporary planning practices, environmental requirements, or similar technical assessments.
 - 8. The amendment promotes the City's ability to provide adequate public facilities and services.
- B. Manner of Initiation. Comprehensive Plan Amendments may be initiated in the following manner:
 - 1. The City Council;

2. The Planning and Development Board; or
 3. The City Manager for City initiated requests.
- C. **Review Criteria.** Proposed comprehensive plan amendments shall be reviewed in accordance with the requirements of Florida Statutes, Chapter 163, and the following criteria:
1. The amendment is consistent with the goals and policies of the City Comprehensive Plan;
 2. The amendment protects the health, safety, and welfare of the community; or
 3. Other factors deemed appropriate by the Planning and Development Board and City Council.
- D. **Effective date of approval.** The effective date of a comprehensive plan amendment shall be in accordance with Chapter 163, Florida Statutes.

3.06.04 - Land Development Code Text Amendments

- A. **Purpose of Amendments.** Land Development Code (LDC) text amendments shall be considered for the following reasons:
1. The amendment clarifies the intent of the LDC.
 2. The amendment corrects an error in the LDC.
 3. The amendment addresses changes to state legislation, recent case law, or opinions from the Attorney General of the State of Florida.
 4. The amendment implements the LDC or Comprehensive Plan.
 5. The amendment promotes compliance with changes to other city, state, or federal regulations.
 6. The amendment adds district uses that are consistent with the character of the current range of allowed uses.
 7. **The amendment results in providing compatible land uses within the City.**
 8. **The amendment implements findings of reports, studies, or other documentation regarding functional requirements, contemporary planning practices, environmental requirements, or similar technical assessments.**
- B. **Manner of Initiation.** Applications for a LDC text amendment may be initiated in the following manner:
1. **The City Council by its own motion;**
 2. **The Planning and Development Board by its own motion; or**
 3. **The City Manager for City initiated requests, including text amendments associated with a similar use determination.**
- C. **Review Criteria.** Proposed LDC text amendments shall be reviewed in accordance with the following criteria:
1. **Whether the proposed LDC text amendment is consistent with the goals, policies, and future land use designations of the City Comprehensive Plan;**
 2. The amendment results in compatible land uses within a zoning designation;
 3. The amendment protects the health, safety, and welfare of the community; or
 4. Other factors deemed appropriate by the Planning and Development Board and City Council.
- D. **Effective date of approval.** The effective date of a LDC text amendment shall take place upon adoption.

CHAPTER 4

ZONING DISTRICTS AND OVERLAYS

4.00.00 - GENERALLY

The purpose of this chapter is to describe the zoning districts and permissible uses of land within the City of Crestview, in accordance with the City Code and Comprehensive plan. Any violation of this Chapter shall be punished as provided for in section 1-11 of the City Code and Chapter 162, Florida Statutes.

4.01.00 - LAND USE DISTRICTS, DENSITY AND INTENSITY

Land use categories and adopted densities and intensities are as described below:

Land Use Category	Use Description	Allowed Density/Intensity
R - Residential	Residential Development	Maximum of 8 units per acre
MU - Mixed Use	Mixed Use development with residential and non-residential uses	Maximum of 20 units per acre or FAR of 2.0
C - Commercial	Commercial Development	FAR of 3.0
IN - Industrial	Industrial Development	FAR of 3.0
PL - Public Lands	Limited to development of recreation, schools, churches, institutional uses, utilities, and government facilities.	FAR of 2.0
CON - Conservation	Educational or recreational uses coincidental to and compatible with the conservation purpose of the district	Maximum impervious surface coverage of 5%

4.02.00 - OFFICIAL ZONING MAP

Zoning districts and zoning district boundaries are hereby established and declared to be in effect upon all land and water areas included within the boundaries of each district as shown on the map designated the as "Official Zoning Map of the City of Crestview, Florida." The Official Zoning Map is on file in the City of Crestview City Hall. Such map and all notations, references and other information shown thereon are as much a part of this chapter as if the information set forth thereon was fully described and set out in this section.

4.03.00 - ESTABLISHMENT AND PURPOSE OF ZONING DISTRICTS

A. Residential Districts.

1. R-1 - Single-Family Low-Density District. The Single-Family Low-Density zoning district is established to provide for single-family dwellings, accessory dwelling units and allowed accessory structures customarily associated with residential development in legacy neighborhoods and un-platted residential areas. The maximum density is 4.0 dwelling units per acre. Each single-family dwelling must be placed on one parcel, lot, tract or other division of land.
2. R-2 - Single-Family Medium-Density District - The Single-Family Medium-Density zoning district is established to provide for single-family dwellings in traditional residential neighborhoods. The R-2 zoning district is limited to single-family homes and allowed accessory structures. The maximum density is 6.0 dwelling units per acre. Each single-family dwelling must be placed on one parcel, lot, tract or other division of land.
3. R-3 - Single and Multi-Family Dwelling District - The Multi-Family Dwelling Density zoning district is established to provide for single- and multi-family dwellings in higher-density residential neighborhoods. The R-3 zoning district is limited to single- and multi-family dwellings and accessory structures. The maximum density is 8.0 dwelling units per acre in the Residential (R) Future Land Use, and 10.0 dwelling units per acre in the Mixed-Use (MU) Future Land Use. Each parcel, lot, tract or other division of land may

contain multiple single- or multi-family dwellings according to the density allowed by the size of each piece of land.

B. Mixed Use Districts.

1. MU - Mixed-Use District - The Mixed-Use district is established to provide for a variety of land uses, including single- and multi-family dwellings and small, low-impact commercial developments, including retail sales, professional offices, service industries, bed-and-breakfasts, other similar uses and accompanying accessory uses. Uses may be limited by location due to impacts and compatibility issues. The maximum density for dwellings is 20.0 dwelling units per acre, and the maximum allowed floor area ratio (FAR) for commercial uses is 2.0. Each parcel, lot, tract or other division of land may contain multiple single- or multi-family dwellings according to the density allowed by the size of each piece of land.

C. Commercial and Industrial Districts.

1. C-1 - Commercial Low-Intensity District - The Commercial Low-Intensity District is established to provide for multi-family apartments, condominiums and low-intensity commercial uses including restaurants, small-scale retail sales, service industries, entertainment, light manufacture and repair, small professional offices, hotels, gas stations, other similar uses and allowed accessory uses. Uses may be limited by location due to impacts and compatibility issues. The maximum allowed density for dwelling units is 25 dwelling units per acre. The maximum allowed floor area ratio (FAR) is 2.0 for commercial uses.
2. C-2 - Commercial High-Intensity District - The Commercial High-Intensity District is established to provide for high-intensity commercial developments including restaurants, large-scale retail sales and service industries, entertainment, light manufacture and repair, professional offices, hotels, gas stations, other similar uses and allowed accessory uses. Uses may be limited by location due to impacts and compatibility issues. The maximum allowed floor area ratio (FAR) is 3.0.
3. IN - Industrial District - The Industrial District is established to provide for all types of manufacture and repair as well as gas stations, other similar uses and accompanying accessory uses. Uses may be limited by location due to impacts and compatibility issues. The maximum allowed floor area ratio (FAR) is 3.0.

D. Public Land and Conservation Districts.

1. P - Public Lands District - The Public Lands district is established to provide for municipal, governmental or otherwise institutional uses such as City, County, State or Federal buildings, parks, schools, other similar uses and allowed accessory uses. Uses may be limited by location due to impacts and compatibility issues. The maximum allowed floor area ratio (FAR) is 2.0.
2. E - Conservation District - The Conservation District is established to provide for passive recreation or educational uses that are compatible with the conservation purpose of the district. Such passive uses include passive parks, open spaces and areas designated for protection, such as water bodies, wetlands, and habitats for protected species.

4.04.00 - ZONING DISTRICT COMPARISON TO FUTURE LAND USE CATEGORIES

- A. The Future Land Use Map of the Comprehensive Plan establishes allowable land uses within the City. The zoning districts set forth within this LDC must be consistent with the Future Land Use Map. Any rezoning of land must maintain this consistency. Table 4.04.00 sets forth the allowable zoning districts which are consistent with each land use category from the Future Land Use Map.
- B. When a parcel of land is annexed or rezoned, it is necessary to assign a new zoning district to a piece of land. The following criteria shall be applied to the determination of the appropriate zoning district:
1. Whether the requested zoning district is consistent with the future land use category according to Table 4.04.00.
 2. Whether the uses within the requested zoning district are compatible with the uses in adjacent zoning districts. Compatibility is determined by considering scale of use; intensity of use as determined by floor area ratio and impervious surface coverage; hours of operation; impacts from noise in parking lots or structures; noise from outdoor gathering places; noise from outdoor speakers; noise from processes such as from body shops, equipment shops, and industrial activities; lighting from parking lots or structures and vehicles; and security lighting. Compatibility shall consider the range of allowable uses on parcels adjacent to the proposed rezoning parcel and the typical impacts for those uses.
 3. Whether the requested use is substantially more intense or less intense than allowable development on adjacent parcels. The range of uses permissible according to the land use category and zoning district on

the adjacent parcels is the basis for determination. The existence of a nonconforming use on adjacent parcels which is substantially more or less intense than the requested zoning shall not establish the sole reason for denial of the requested zoning.

4. Whether the requested use is based on soil types, topography, protection of natural resources, and protection of designated historic areas.

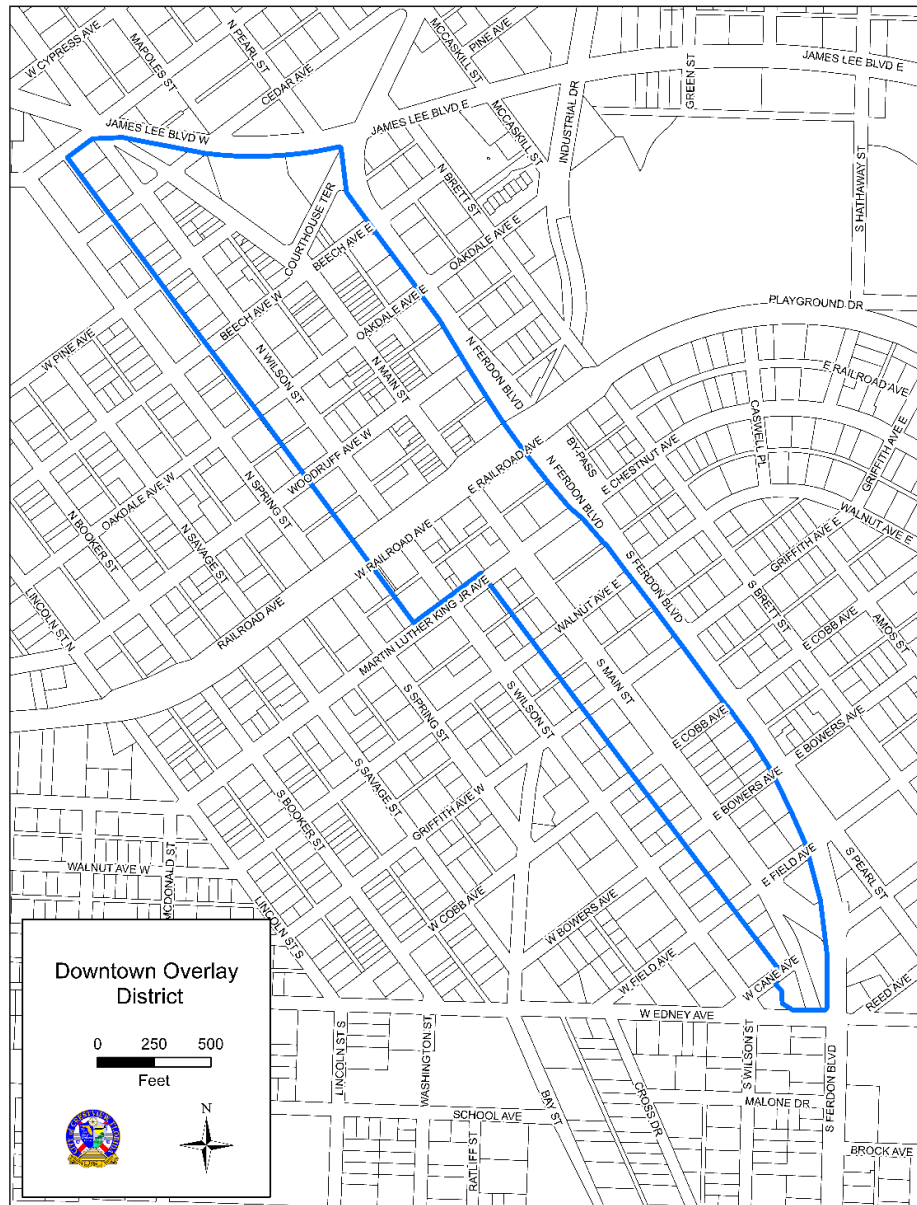
Table 4.04.00 - Zoning Districts in Future Land Use Categories

Future Land Use	Zoning Districts								
	R-1	R-2	R-3	MU	C-1	C-2	IN	PL	E
Residential (R)	X	X	X						
Mixed Use (MU)			X	X	X				
Commercial (C)					X	X			
Industrial (I)							X		
Public Lands (P)								X	
Conservation (CON)									X

4.05.00 - ESTABLISHMENT AND PURPOSE OF OVERLAY DISTRICTS

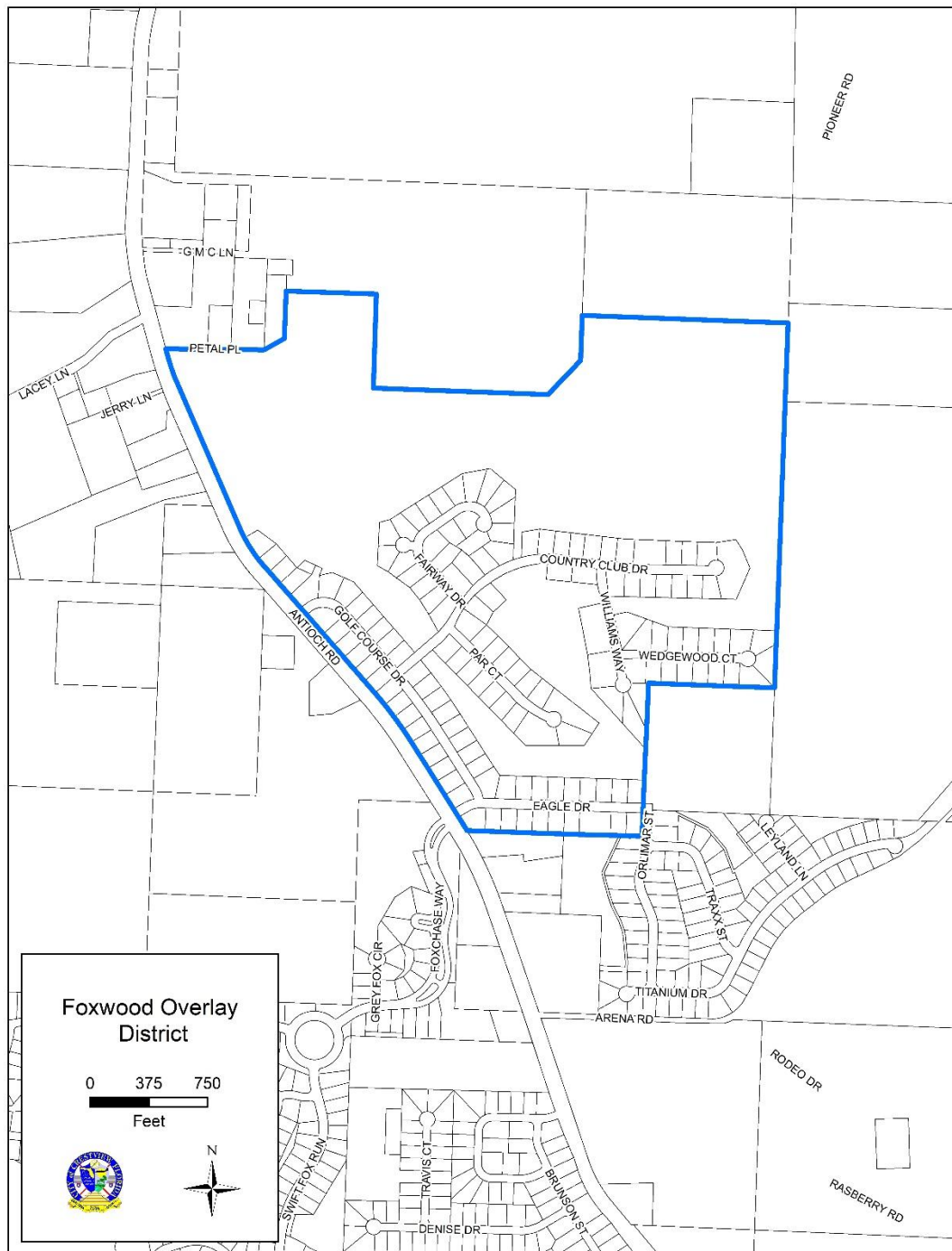
- A. Purpose. The purpose of overlay districts is to provide a means of modifying the site design and development requirements applicable to the underlying zoning district(s).
- B. *Downtown Overlay District*. The *Downtown Overlay District* is established to preserve and promote the downtown area of Crestview. The intent of the *Downtown Overlay District* is to provide flexibility in location and design requirements to support and encourage economic development in the downtown area.
 1. The *Downtown Overlay District* is intended as a location where specific site design features will be provided to ensure flexibility in the location of activities, accessory structures, and other site design requirements, consistent with a downtown location.
 2. The *Downtown Overlay District* is intended to encourage the provision of design features necessary to support economic development and to maintain appropriate development characteristics within the *Downtown Overlay District*. Specific design requirements can be found in Chapter 6 of this code.
 3. The See figure 4.05.00 below for the boundary of the *Downtown Overlay District*.

Figure 4.05.00 - Downtown Overlay District



- C. *Foxwood Overlay District*. The *Foxwood Overlay District* is established to preserve a number of the original site design characteristics required by Okaloosa County prior to the area's annexation. The intent of the *Foxwood Overlay District* is to allow any future residential development to conform to the same site requirements as the residential dwellings that exist in this area as of February 2021.
1. The *Foxwood Overlay District* is intended create specific setback requirements for the area that deviate from and supersede those required by the underlying assigned zoning designation. These specific deviations can be found in Chapter 6 of this code.
 2. Figure 4.05.01 below reflects the boundary of the *Foxwood Overlay District*.

Figure 4.05.01 - Foxwood Overlay District



4.06.00 - LAND USES PERMISSIBLE IN EACH ZONING DISTRICT

- A. How to read the Table of Permissible Uses (Table 4.06.00)
1. Within the Table 4.06.00, the letter "P" indicates that the land use is permissible, subject to compliance with the standards of the zoning district.
 2. The letter "S" indicates that the use is permissible, subject to compliance with the standards of the zoning district, and the supplemental standards specified for the use. Supplemental standards are contained in Chapter 7.
 3. An empty cell indicates the use is prohibited.
 4. Reference back to 4.05.00B3 for uses not allowed in the Downtown Overlay District.
 5. Any use that is not identified in Table 4.06.00 is prohibited unless it is found to be substantially similar by the Planning Administrator.
 - a. A requested use shall be considered substantially similar when the characteristics of the requested use are equivalent in type, intensity, degree, or impact when compared to a use named in Table 4.06.00. Examples of characteristics to be considered include the following:
 - (1) Typical hours of operation;
 - (2) Use of outdoor storage;
 - (3) Trip generation rates;
 - (4) Generation of noise, light pollution, odor, smoke, electromagnetic interference, or vibration; and
 - (5) Customary activities associated with the use.
 - b. A requested use shall be consistent with the Comprehensive Plan.
 - c. A requested use shall be consistent with the purposes of the zoning district applicable to the parcel.
 - d. The administrative interpretation of uses shall be subject to appeal, as set forth in Chapter 9.

Table 4.06.00 - Permissible Uses in Each Zoning District

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Residential Uses									
Single-family dwelling	P	P	P	P					
Duplex or Triplex			P	P					
Multifamily / Apartments / Condos			P	P	P				
Townhouse			P S 7.05.08	P S 7.05.08					
Manufactured homes	P	P	P	P					
Manufactured home community				S 7.05.06					
Non-Residential Uses									
Alcohol package store (no consumption on premises)					P	P			
Animal hospital or veterinary clinic					P	P			

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Arenas, band shell, amphitheater, outdoor performance area					P	P		P	
Artisan studio				P	P	P			
Asphalt or concrete plant							P		
ATM kiosk				P	P	P	P	P	
Bait and tackle				P	P	P			
Barber, beauty salon, nail salons, aesthetician, and other similar uses				P	P	P			
Bed and breakfast lodging				P	P	P			
Building materials, building supply, enclosed lumber yard					P	P	P		
Business support services, such as copying, mailing, printing, private mail service				P	P	P	P		
Car wash or detailing facility					P (7.05.01.B)	P	P		
Cemetery								P	
Community Center, club, or lodge				P	P	P			
Commercial recreation, including bowling, laser tag, video arcades, go karts, and other similar uses					P	P			
Residential subdivision public community/amenity center	P	P	P	P					
Cultural facility, such as library, museum, or gallery				P	P	P			
Day-care (child), nursery school, kindergarten, or pre-kindergarten				P	P				

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Day-care (adult)				P	P				
Distribution centers, may include warehousing, dispatch offices, vehicle yards						P	P		
Essential public / municipal services	P	P	P	P	P	P	P	P	
Farmer's market, outdoor sales, roadside vendors				P	P	P		P	
Financial institutions, banks, credit unions, brokerages, no drive-up window					P	P			
Financial institutions, banks, credit unions, brokerages, with drive-up window					P	P			
Food stores, specialty, such as bakeries, candy, ethnic groceries, catering services				P	P	P			
<u>Food Truck Sites</u>				<u>S</u> <u>7.05.07</u>	<u>S</u> <u>7.05.07</u>	<u>S</u> <u>7.05.07</u>	<u>S</u> <u>7.05.07</u>		
Fortune tellers and psychics				P	P				
Freight and moving companies					P (7.05.01.B)	P	P		
Fuel/gasoline station, may include convenience store, restaurant, automotive supplies, but not repair					P (7.05.01.B)	P	P		
Funeral homes, mortuaries, crematoria					P (7.05.01.B)	P			
Garden, community or neighborhood	P	P	P	P	P			P	P
Golf course	P	P	P	P					
Grocery store, supermarket					P	P			

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Group home, congregate living facility and similar uses			P	P	P				
Health clubs, exercise clubs, spas, gyms				P	P	P			
Hospital					P	P	P	P	
Hotels, motels, inns and similar lodging facilities					P	P			
Ice vending machine				P	P	P	P	P	
Industrial uses, heavy industry with nuisance factors, such as odor, noise, vibration, electronic interference							P		
Junk or salvage yards, recycling facilities							P		
Kennel with outdoor runs					P (7.05.01.B)	P			
Kennel, no outdoor runs				P	P (7.05.01.B)	P	P		
Laboratories, medical					P	P	P		
Laboratories, industrial						P	P		
Landscaping materials sales: plants, stone, mulch, gravel, supplies, greenhouse, nursery yards					P (7.05.01.B)	P	P		
Laundry facility, self-service				P	P	P	P		
Lounge, bar or nightclub					P	P			
Light manufacturing, light assembly, fully enclosed building, no nuisance factors				P	P	P	P		

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Heavy manufacturing and intense industrial activities including production, fabrication, assembly, outdoor storage, with nuisance factors							P		
Medical and dental clinics, outpatient facilities					P	P			
Medical facility for recovery or rehabilitation services, includes substance abuse center, physical or mental rehabilitation, overnight stays					P	P			
Medical marijuana dispensary, Drug stores and pharmacies					S 7.05.02	S 7.05.02			
Nursing home or convalescent facility, overnight stay			P	P	P	P			
Offices, general, includes offices for trades or construction businesses				P	P	P	P		
Parking lot or parking garage, commercial					P	P	P		
Pawnshops					P	P			
Personal services, such as jewelry repair, shoe repair, tailoring, dry cleaning pick-up center				P	P	P			

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Professional offices, accounting, government operations, legal services, bookkeeping, realtors, brokers, insurance, etc.				P	P	P			
Recreational camping				S 7.05.03B	S 7.05.03B	S 7.05.03			S 7.05.03
Recreational vehicle park				S 7.05.04	S 7.05.04	S 7.05.04			
Religious facility	P	P	P	P	P	P	P	P	
Repair shops, small equipment, small appliances					P	P	P		
Restaurants, drive-through and fast food					P	P			
Restaurants, (drive-through not allowed)				P	P	P			
Retail shops, freestanding or within centers, includes department stores or specialty shops such as art, antiques, furniture, florist, appliances, jewelry, media, office supplies, automotive supplies, etc.				P	P	P			
Retail, large-scale discount establishments, big-box stores					P	P			
RV, motor homes, travel trailers, or manufactured home sales lot					P (7.05.01.B)	P	P		
Schools: academic, charter, public or private	P	P	P	P	P	P		P	
Schools: business, commercial, trade, vocational				P	P	P	P	P	

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Self-storage, mini-storage facilities				P	P	P	P		
Stone, granite, monument sales					P (7.05.01.B)	P			
Studios for personal instruction, such as music, dancing, art or photography				P	P	P			
Tattoo parlors and body-piercing studios				P	P	P			
Terminals, bus, transit, includes truck stop						P	P		
Theaters, movie or performing arts					P	P			
Towers, radio, TV, telecommunication	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	
Trades, maintenance services, and heavy repair services, including outdoor storage, equipment yards, machine shops, welding shops, towing services						P	P		
Uses that are adult-oriented, including bookstores, movie stores, theaters, entertainment, and retail stores							P		
Vehicle: repair, body shop						P	P		
Vehicle: sales and rentals, including automobiles, trucks, and motorcycles					P (7.05.01.B)	P			
Vehicle: construction, heavy equipment sales and rental						P	P		
Vehicle: storage yards					P (7.05.01.B)	P			
Warehousing, not including self-services storage					P (7.05.01.B)	P	P		

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Wholesalers					P (7.05.01.B)	P			

4.07.00 - CHANGE OF USE REQUIREMENTS

- A. A request to change the permissible use of a parcel of land or structure shall be considered according to the procedures established in Chapter 9 - Variations from Standards in the LDC.
- B. A change of the permissible use of a parcel of land or structure shall meet the following criteria:
 1. The requested use is permissible according to Table 4.06.00, Permissible Uses in Each Zoning District.
 2. When the requested use has greater impacts than the existing use it shall be established only in compliance with the following site design and development standards:
 - a. Parking, loading, handicapped access, stacking lanes, or driveway standards set forth in Chapter 8.
 - b. Landscaping and buffering requirements set forth in Chapter 6.
 - c. Level of service standards set forth in the City of Crestview Engineering Standards Manual.
 - d. Impervious surface coverage standards for the applicable zoning district, set forth in Chapter 6.
 3. The requested use does not require exterior building alterations, except that such alterations may be permissible in compliance with applicable building and safety codes.
 4. The requested use can be granted a new Certificate of Occupancy.

CHAPTER 5

ENVIRONMENT AND RESOURCE PROTECTION

5.00.00 - GENERALLY

5.00.01 - Purpose and Intent

The purpose of this chapter is to protect the existing natural resources in the City. These standards preserve the natural environment and protect wildlife habitat and migration corridors.

5.00.02 - Applicability

The standards in this chapter shall apply to all new development and redevelopment within the City, except for development on lots of record that were approved for single-family residential use prior to the effective date of this LDC.

5.01.00 - WETLANDS PROTECTION

- A. The natural function of wetlands within the City shall be protected. Potential wetlands are identified in the Comprehensive Plan; however, final delineation shall be established by an independent survey conducted in accordance with the methodology set forth in the Florida Statutes.
 - 1. Wetlands shall not be removed, altered, or destroyed, except where permitted and mitigated as required by the Florida DEP, NFWFMD, and the U.S. Army Corps of Engineers. Proof of permit shall be provided by the City. Areas approved for mitigation shall be protected through a conservation easement with the City as a party to the easement.
 - 2. A de minimus exemption may be granted by the Florida DEP, NFWFMD, and the U.S. Army Corps of Engineers. Where exempted, proof of exemption shall be provided to the City.
 - 3. Where an applicant is exempt from permitting requirements of the State of Florida or the U.S. Army Corps of Engineers, the City shall determine whether a local development permit is required to protect the natural function of the wetlands.
- B. Setbacks required.
 - 1. Principle buildings and all site development shall be setback from wetlands and water bodies a minimum of twenty-five (25) feet unless Florida DEP, NFWFMD and the U.S. Army Corp of Engineers provide written approval for the proposed development to encroach into the 25-foot setback.
 - 2. Within the required setback the following activities are permissible:
 - a. Marinas;
 - b. Piers;
 - c. Boardwalks;
 - d. Walking trails;
 - e. Riprap, but not shoreline armoring;
 - f. Installation of buoys or other aids to navigation;
 - g. Fences;
 - h. Bridges, both pedestrian and vehicular; or
 - i. Docks.
 - 3. Development activity which is determined by the City to be water dependent or water related may be allowed.

5.02.00 - HABITAT PROTECTION

- A. It is the purpose of this section to provide standards necessary to protect the habitats of species, both flora and fauna, of endangered, threatened or special concern status in the City. It is the intent of this section to require that an appropriate amount of land shall be set aside to protect habitat of rare, endangered or special concern plant and animal species.
- B. Areas subject to the standards of this section shall be those identified in Chapter 11 of the Comprehensive Plan as habitat for rare and endangered species, threatened species, or species of special concern.

- C. A habitat management plan shall be prepared as a prerequisite to the approval of any development proposed on a site containing areas subject to this section. The habitat management plan shall be prepared by an ecologist, biologist, or other related professional. The plan shall document the presence of affected species, the land needs of the species that may be met on the development site and shall recommend appropriate habitat management plans and other measures to protect the subject wildlife.
- D. The site development plan for a site containing protected habitat shall not be approved except in compliance with the requirements for habitat protection set forth in the habitat management plan. Where land is set aside as protected habitat, such land shall be adjacent to existing viable habitat, a wetland, floodplain, or wildlife corridor, except when such locations are not available.

5.03.00 - AIR QUALITY

5.03.01 - Compliance with State and Federal Regulations

To protect and enhance the air quality of the City, all sources of air pollution shall comply with rules set forth by the Environmental Protection Agency (Code of Federal Regulations, Title 40) and the Florida DEP. In all cases the strictest of the applicable standards shall apply. No person shall operate a regulated source of air pollution without a valid operation permit.

5.03.02 - Testing Required

Air pollution emissions shall be tested, and results reported in accordance with techniques and methods adopted by the Florida DEP and submitted to the State. These tests shall be carried out under supervision of the State and at the expense of the person responsible for the source of emissions.

5.04.00 - HISTORICAL AND ARCHAEOLOGICAL RESOURCES

5.04.01 - Applicability

The requirements of this section pertain to all structures and sites with identified historical or archaeological significance as determined by listing on the Florida Master Site File or the National Register of Historic Places.

5.04.02 - Survey Requirements

- A. Where a proposed development is located on a protected historical or archaeological site, a survey shall be conducted by a State of Florida qualified archaeologist or similar expert. The survey shall contain recommendations on methods of preservation, protection, or mitigation of resources on the site. The survey shall be submitted along with the application according to the submittal, review, and decision-making procedures set forth in Chapter 3. Any proposed development shall be consistent with the findings and recommendations contained in the survey.
- B. Where previously unidentified historical or archaeological resources are unearthed during site preparation, excavation, construction or development activity on a site, development shall be suspended, and the City shall be notified. The City shall determine if a survey is required.

5.05.00 - FLOOD DAMAGE PREVENTION

5.05.01 - General

- A. Title. These regulations shall be known as the Floodplain Management Article of Crestview, hereinafter referred to as "this article."
- B. Scope. The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
- C. Intent. The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general

welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 5. Minimize damage to public and private facilities and utilities;
 6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.
- D. Coordination with the Florida Building Code. This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- E. Warning. The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.
- F. Disclaimer of Liability. This article shall not create liability on the part of City Council of Crestview or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

5.05.02 - Applicability

- A. General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- B. Areas to which this article applies. This article shall apply to all flood hazard areas within the City of Crestview, as established in Section 5.05.02(c) of this article.
- C. Basis for establishing/flood hazard areas. The Flood Insurance Study for Okaloosa County, Florida and Incorporated Areas dated December 6, 2002, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file in the Community Development Services at City Hall, 198 Wilson Street North, Crestview, FL 32536.
- D. Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 5.05.05 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
 2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

- E. Other laws. The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.
- F. Abrogation and greater restrictions. This article supersedes any regulations in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article
- G. Interpretation. In the interpretation and application of this article, all provisions shall be:
 - 1. Considered as minimum requirements;
 - 2. Liberally construed in favor of the governing body; and
 - 3. Deemed neither to limit nor repeal any other powers granted under state statutes.

5.05.03 - Duties and Powers of the Floodplain Administrator

- A. Designation. The Community Development Services Director is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees or select a qualified candidate from Staff to serve as designee.
- B. Certification requirements for the Floodplain Administrator. The Floodplain Administrator shall become certified and maintain said certification in good standing during employment with the City of Crestview. The requirements for certification are as follows:
 - 1. Within one year of being hired or designated as such, the Floodplain Management Administrator shall apply to sit for and obtain a passing grade on the Certified Floodplain Manager® examination administered by the Association of State Floodplain Managers (ASFPM).
 - 2. The Floodplain Management Administrator shall maintain the Certified Floodplain Manager® certification through continuing education credits as required by ASFPM.
- C. General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 5.05.07 of this article.
- D. Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:
 - 1. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - 2. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
 - 3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - 4. Provide available flood elevation and flood hazard information;
 - 5. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - 6. Review applications to determine whether proposed development will be reasonably safe from flooding;
 - 7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
 - 8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
- E. Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change

of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage" and evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; and
 4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.
- F. Modifications of the strict application of the requirements of the Florida Building Code. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 5.05.07 of this article.
- G. Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
- H. Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 5.05.06 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- I. Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:
1. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 5.05.03 of this article;
 2. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 3. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
 4. Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete; and
 5. Notify the Federal Emergency Management Agency when the corporate boundaries of Crestview are modified.
- J. Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or

denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City Hall, 198 Wilson St. N, Crestview, FL 32536.

5.05.04 - Permits

- A. Permits required Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.
- B. Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- C. Buildings, structures and facilities exempt from the Florida Building Code. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:
 - 1. Railroads and ancillary facilities associated with the railroad.
 - 2. Nonresidential farm buildings on farms, as provide in Section 604.50, F.S.
 - 3. Temporary buildings or sheds used exclusively for construction purposes.
 - 4. Mobile or modular structures used as temporary offices.
 - 5. Those structures or facilities of electric utilities, as defined in Section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
 - 6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - 7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - 8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
 - 9. Structures identified in Section 553.73(10)(k), F.S., are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.
- D. Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
 - 1. Identify and describe the development to be covered by the permit or approval.
 - 2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - 3. Indicate the use and occupancy for which the proposed development is intended.
 - 4. Be accompanied by a site plan or construction documents as specified in Section 5.05.05 of this article.
 - 5. State the valuation of the proposed work.
 - 6. Be signed by the applicant or the applicant's authorized agent.
 - 7. Give such other data and information as required by the Floodplain Administrator.
- E. Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

- F. Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
- G. Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.
- H. Other permits required Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:
 - 1. The Northwest Florida Water Management District; Section 373.036, F.S.
 - 2. Florida Department of Health for onsite sewage treatment and disposal systems; Section 381.0065, F.S. and Chapter 64E-6, F.A.C.
 - 3. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; Section 161.055, F.S.
 - 4. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
 - 5. Federal permits and approvals.

5.05.05 - Site Plans and Construction Documents

- A. Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:
 - 1. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary, for review of the proposed development.
 - 2. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 5.05.05(B)(2) or (3) of this article.
 - 3. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 5.05.05(B)(1) of this article.
 - 4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
 - 5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 - 6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 - 7. Existing and proposed alignment of any proposed alteration of a watercourse.
 - 8. The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.
- B. Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:
 - 1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
 - 2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
 - 3. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

- a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is three (3) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than three (3) feet.
- 4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- C. Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this Section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:
 - 1. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 5.05.05(D) of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
 - 2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
 - 3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 5.05.05(D) of this article.
- D. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

5.05.06 - Inspections

- A. General. Development for which a floodplain development permit or approval is required shall be subject to inspection.
- B. Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- C. Buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- D. Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator:
 - 1. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

2. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 5.05.05(B)(3)(b) of this article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- E. Buildings, structures and facilities exempt from the Florida Building Code, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 5.05.06(D) of this article.
- F. Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

5.05.07 - Variances and Appeals

- A. General. The Board of Adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to Section 553.73(5), F.S., the Board of Adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.
- B. Appeals. The Board of Adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this article. Any person aggrieved by the decision of the Board of Adjustment may appeal such decision to the Circuit Court, as provided by Florida Statutes.
- C. Limitations on authority to grant variances. The Board of Adjustment shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 5.05.07(G) of this article, the conditions of issuance set forth in Section 5.05.07(H) of this article, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Board of Adjustment has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.
- D. Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 5.05.05(C) of this article.
- E. Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- F. Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of Section 5.05.07(D), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- G. Considerations for issuance of variances. In reviewing requests for variances, the Board of Adjustment shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:
 1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 2. The danger to life and property due to flooding or erosion damage;
 3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 4. The importance of the services provided by the proposed development to the community;
 5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

6. The compatibility of the proposed development with existing and anticipated development;
 7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges; and
 11. The request for variance shall be submitted prior to commencement of any development or the start of any construction.
- H. Conditions for issuance of variances. Variances shall be issued only upon:
1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
 2. Determination by the Board of Adjustment that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
 4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

5.05.08 - Violations

- A. Violations. Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- B. Authority. For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- C. Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by the Crestview Code of Ordinances. Section 1-11.

5.05.09 - Definitions

- A. Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this Section.

- B. Terms defined in the Florida Building Code. Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
- C. Terms not defined Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this article.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202; see Basement (for flood loads).]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202.]

Declaration of Land Restriction. A form, provided by the City, signed by the owner and recorded on the property deed in Official Records of the Clerk of Courts, to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures that are 6 feet in height or greater below elevated buildings.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
2. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before February 3, 1993. [Also defined in FBC, B, Section 202.]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before February 3, 1993.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from:
[Also defined in FBC, B, Section 202.]

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA). An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR). A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F). A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR). A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
3. Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction. For the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after February 3, 1993 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after February 3, 1993.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [See Section 320.01, F.S.]

Recreational vehicle. A vehicle, including a park trailer, which is: [See Section 320, F.S.]

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, AI-A30, AE, A99, AH, VI-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a two (2)-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the two (2)-year period begins on the date of the first improvement or repair of that building or structure subsequent to October 14, 1996. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 202.]

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, though, or over which water flows at least periodically.

5.05.10 - Buildings and Structures

Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Section 5.05.04(C) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 5.05.16 of this article.

5.05.11 - Subdivisions

- A. Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 - 1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - 2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- B. Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
 - 1. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - 2. Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 5.05.05(B)(1) of this article; and
 - 3. Compliance with the site improvement and utilities requirements of Section 5.05.12 of this article.

5.05.12 - Site Improvements, Utilities, and Limitations

- A. Minimum requirements. All proposed new development shall be reviewed to determine that:
 - 1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - 2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- B. Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
- C. Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- D. Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 5.05.05(C)(1) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- E. Limitations on placement of fill. Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures, fill shall comply with the requirements of the Florida Building Code.

5.05.13 - Manufactured Homes

- A. General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to Section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-I, F.A.C., City of Crestview Code of Ordinances and the requirements of this article.
- B. Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are either:
 - 1. Consistent with the site and flood limitations and design criteria and the recommended prescriptive designs specified in FEMA P-85, Protecting Manufactured Homes from Floods and Other Hazards. Foundations for manufactured homes subject to 5.05.13 are permitted to be reinforced piers or other foundation elements of at least equivalent strength.
 - 2. Engineered by a licensed design professional for the base flood conditions at the site in accordance with the foundation requirements of ASCE-24, ASCE-7, and this article.
- C. Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- D. Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 5.05.13(E) or 5.05.13(F) of this article, as applicable.
- E. General elevation requirement. Unless subject to the requirements of Section 5.05.13(F) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located:
 - 1. outside of a manufactured home park or subdivision;
 - 2. in a new manufactured home park or subdivision;
 - 3. in an expansion to an existing manufactured home park or subdivision; or
 - 4. in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2.
- F. Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 5.05.13(E) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:
 - 1. Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A); or
 - 2. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.
- G. Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas. A declaration of land restriction must be submitted for any enclosed areas that are 6 feet in height or greater as a condition for issuance of a final Certificate of Occupancy.
- H. Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

5.05.14 - Recreational Vehicles and Park Trailers

- A. General. Permanent placement of recreational vehicles and park trailers is not permitted. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
 - 1. Comply with the outside storage and temporary use as shown in the City of Crestview Code of Ordinances ~~Chapter 102, Article XXII – Mobile and Manufactured Housing, Section 102-537 Outside Storage of Recreational Vehicles and Section 102-538 Temporary Use of Recreational Vehicles~~ Chapter 38, Article VIII – Vehicle Storage; and

2. Be on the site for fewer than 180 consecutive days; and
3. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

5.05.15 - Tanks

- A. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- B. Above-ground tanks, not elevated Above-ground tanks that do not meet the elevation requirements of Section 5.05.15(C) of this article shall be permitted in flood hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- C. Above-ground tanks, elevated Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- D. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

5.05.16 - Other Development

- A. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:
 1. Be located and constructed to minimize flood damage;
 2. Meet the limitations of Section 5.05.12(D) of this article if located in a regulated floodway;
 3. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 4. Be constructed of flood damage-resistant materials; and
 5. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- B. Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 5.05.12(D) of this article.
- C. Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 5.05.12(D) of this article.
- D. Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 5.05.12(D) of this chapter. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 5.05.05(C)(3) of this article.

CHAPTER 6 DEVELOPMENT STANDARDS

6.00.00 - GENERALLY

6.00.01 - Applicability

- A. The purpose of this chapter is to provide development standards applicable to all development activity within the City. Subdivisions, new land uses and structures, and alterations to existing land uses and structures shall be designed, constructed, and established in compliance with the development standards for the applicable zoning district and the development standards for all zoning districts as set forth in this chapter.
- B. Infrastructure Standards for roads and streets, sanitary sewer, potable water, stormwater drainage, solid waste and natural groundwater aquifers shall be found in the Crestview Engineering Standards Manual.

6.00.02 - Measurements

- A. Lot Width and Lot Frontage.
 - 1. Lot width is the horizontal distance between side lot lines measured at the intersection of the front setback and the side lot lines.

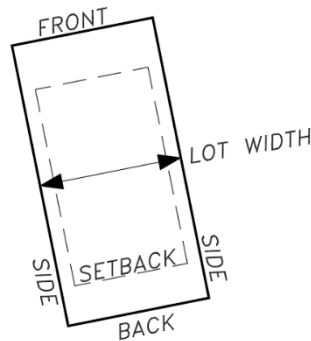


Figure 6.00.02 (A). Lot Width

- 2. Lot frontage is the property line affronting a right-of-way.
 - a. Minimum lot frontage for residential zoned property shall be forty (40) feet, except for flag lots.
 - B. Setbacks and yards.
 - 1. Setbacks are measured as the shortest distance from the face of the exterior building wall to the property line.
 - 2. A yard is the space from the property line or right of way line to the vertical face of a building.
 - 3. The rear yard setback for any waterfront lot is measured to the mean high-water line.
 - 4. Eave overhangs of the primary structure shall meet the specifications and requirements of the current Florida Building Code.
 - a. Eave overhangs of equal to or less than the limits of the Florida Building Code shall not be included as a main part of any building.
 - b. No eave overhang shall be closer than three (3) feet from any property line.
 - c. The City Building Official may provide additional requirements.

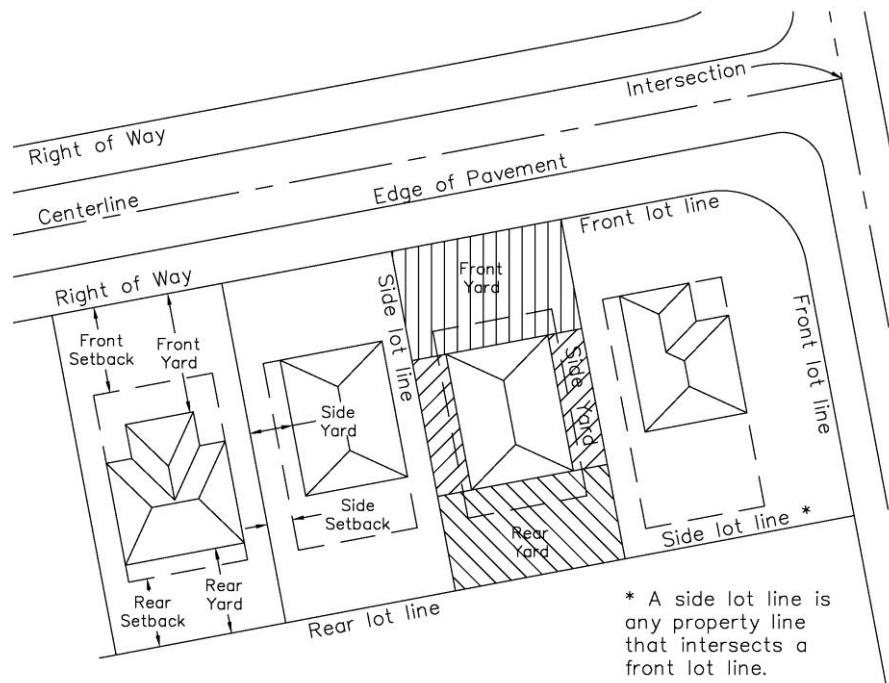


Figure 6.00.02 (B). Setbacks and Yards

- C. Specific measurement requirements for flag lots.
 - 1. The design requirements for platting flag lots are set forth in Section 6.07.00(C).
 - 2. A flag lot is exempt from the frontage requirements set forth in this LDC, provided that the width of the pole or access portion of the lot is not less than twenty-five (25) feet.
 - 3. The maximum length of the pole portion of the lot, measured from the right-of-way to the end of the pole at the point of connection to the flag is 150 feet.
 - 4. The setbacks for a flag lot are measured for the flag portion of the lot, excluding the pole portion of the lot.
- D. The impervious surface ratio is calculated by dividing the total of all impervious surfaces on the lot by the total lot area. Water bodies are impervious surfaces.
- E. Building height
 - 1. Building height is measured from the top of the floor at the finished floor elevation to the eave of the highest habitable floor.
 - 2. Calculation of maximum building height shall not include the roof above the eave of the highest habitable floor.
 - 3. Calculation of maximum building heights shall not include water towers, utility facility, or appurtenances or attachments such as chimneys, elevator shafts, antennas, decorative architectural features, steeples, air conditioning equipment enclosures, cupolas, weather vanes, and other similar building features. All appurtenances or attachments which are exempt for purposes of calculating the maximum height shall not be habitable. In certain zoning districts, it may be necessary to calculate the height of a building from mean sea level in order to determine compatibility with the Eglin Air Force Base mission, in which case appurtenances shall also be considered.

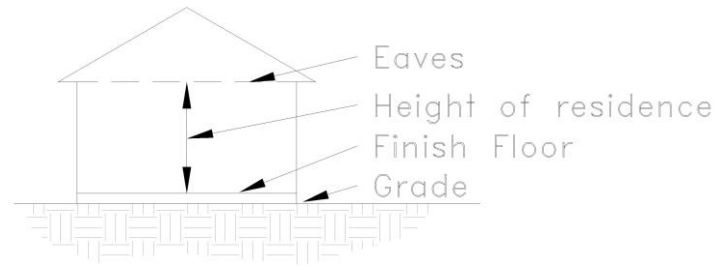


Figure 6.00.02 (E). Building Height

6.00.03 - Compatibility Standards Pertaining to Building Height in All Zoning Districts

- A. Applicability. The standards set forth in this section apply to buildings other than single-family dwellings when such buildings are located adjacent to parcels zoned to allow single-family residential use.
- B. Maximum height standards
 - 1. The maximum height for buildings located 100 feet or less from a parcel with a single-family residential use shall not exceed two (2) times the average height of single-family dwellings in the adjacent or surrounding block.

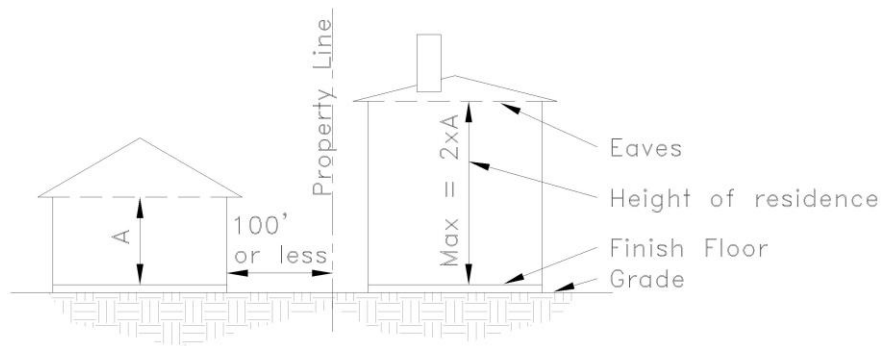


Figure 6.00.03 (B). Building Height & Distance from SFR

6.00.04 - Standards Pertaining to Metal Buildings in All Zoning Districts

- A. Applicability
 - 1. The standards set forth in this section apply to principal buildings and accessory buildings larger than 1,000 sq. Ft.
 - 2. The requirement for a veneer applies to metal building facades that are visible from a public right-of-way.
 - 3. Metal buildings within the IN zoning district are exempt from the requirements in this section.
- B. Standards.
 - 1. Facades subject to this section shall have a veneer added consisting of brick, stucco, stone, or a similar decorative material.
 - 2. The decorative material shall be applied to 100 percent of the façade.
- C. Waiver Entitlement. The requirements of this section may be waived by the Planning and Development Board, pursuant to certain review criteria as outlined in Chapter 3.

6.01.00 - DEVELOPMENT STANDARDS IN RESIDENTIAL DISTRICTS

6.01.01 - Site Development Standards

- A. Lots existing before the effective date of this Chapter shall continue to be considered as compliant regardless of any requirements of this Chapter that are not met.
- B. The base standards for development in residential zoning districts are provided in Table 6.01.01.
- C. A lot of record is a lot established on or before December 31, 2020. A lot of record is exempt from the lot area requirements set forth in Table 6.01.01.

Table 6.01.01 - Development Standards in Residential Zoning Districts

Development Feature	R-1	R-2	R-3
Maximum base density (dwelling units per acre)	4	6	FLU
Minimum lot area (square feet)	10,000	7,000	5,000
Minimum lot width (feet)	75	50	40
Maximum impervious surface (percent)	50	50	75
Minimum setbacks (feet)	R-1	R-2	R-3
Front setback (along right of way)	30	25	20
Side setback (Lot line intersecting right of way)	10	7.5	5
Rear setback (intersecting side lot lines)	25	20	15

6.01.02 - Residential Design Standards

All single-family dwellings, whether site-built or built off-site and moved onto the lot shall comply with the following design standards. In all cases below, the Florida Building Code, Residential shall be complied with.

- A. The minimum length and width of the building shall be twenty (20) feet.
- B. The minimum roof pitch shall be 3:12.
- C. The minimum roof overhang shall be twelve (12) inches, exclusive of porches and patios.
- D. All single family dwellings shall be situated on the lot so that the front door of the home faces the front yard.
- E. The building shall be constructed according to standards established by the Florida Building Code, Residential.
- F. The exterior siding material shall consist of approved materials in accordance with the Florida Building Code, Residential. Where vinyl lap siding is used, the siding shall not have a glossy surface or be reflective.
- G. The dwelling shall be attached to a permanent foundation system, including supporting, blocking, leveling, securing, and anchoring the home and connecting multiple and expandable sections of the home. The foundation shall be designed and constructed according to the requirements of the current Florida Building Code, Residential.
- H. Roof materials shall be any material approved by the Florida Building Code, Residential.
- I. For dwellings elevated forty-eight (48) inches or less, the area beneath the home shall be enclosed by brick, concrete, wood, rock, vinyl or other materials specifically manufactured for this purpose and shall enclose the space between the floor joists and the ground level, except for the required minimum ventilation and access. Such access shall remain closed when not being used for that purpose.
- J. For manufactured homes, all tongues, wheels, axles, transporting lights and other towing apparatus shall be removed from the site prior to occupancy.
- K. For manufactured homes, none manufactured before June 15, 1976 shall be permitted.
- L. At each exterior door, there shall be a landing that is in accordance with the Florida Building Code, Residential.
- M. Duplex (two connected single-family dwelling unit) structures
 1. May be placed across a single side property line, at the line of unit separation, provided all other zoning requirements and setbacks are observed, and the unit-separating wall meets the appropriate standards of the Florida Building Code and any applicable fire codes.
 2. The minimum length and width of each duplex unit shall be twenty (20) feet.
 3. All other aforementioned design standards in section 6.01.02 shall be required, other than those that are superseded in this subsection.
 4. Each unit in a duplex structure must have it's own utility connections.

6.02.00 - DEVELOPMENT STANDARDS IN MIXED-USE DISTRICTS**6.02.01 - Site Development Standards**

- A. The base standards for development in the mixed-use zoning districts are provided in Table 6.02.01, except as modified below.
- B.** Specific site development standards apply within the Downtown Overlay District, as set forth in Section 6.02.04. Standards in the DOD supersede the standards in the underlying zoning district.

Table 6.02.01 - Development Standards in Mixed-Use Zoning Districts

Development Feature	MU
Maximum base density (dwelling units per acre)	20
Maximum gross floor area ratio	2.0
Minimum lot area	None
Minimum lot width (feet)	50
Maximum impervious surface (%)	80
Maximum building height (feet)	70
Minimum setbacks (feet)	MU
Front yard	20
Side yard	7.5
Rear yard	15

6.02.02 - Standards for Mixing Uses on One (1) Lot

- A. Uses identified in Table 4.06.00 for the mixed-use zoning district may be combined on one (1) development lot or parcel.
- B. When combining uses, the development may include the maximum number of residential units based on the density calculation plus the maximum amount of floor area based on the floor area ratio. Residential dwelling units are not included in the calculation of floor area.
- C. Shared parking is required. A parking study shall be prepared according to the standards set forth in Section 8.06.06 to demonstrate the actual parking requirements for the project.
- D. Where multiple uses and multiple buildings are proposed on one (1) lot, there is no buffer requirement between buildings containing different uses.
- E. Multiple buildings proposed on one (1) lot shall have an integrated design. An integrated design shall not be construed to mean that buildings are identical.
- F. Access to residential units shall be separated from access to nonresidential development in order to provide privacy for residents. A shared entrance to a building may be established, provided that the interior entrances to the residential areas and nonresidential areas are separated.
- G. Balconies, courtyards, plazas, recreation areas, and outdoor gathering places shall be located and designed to ensure privacy for residents.
- H. Buildings may have a common wall. However, when separated, the separation shall be a minimum of five (5) feet to ensure space for maintenance of each building.

6.02.03 - Standards for Mixing Uses Within One (1) Building

- A. Uses identified in Table 4.06.00 for the mixed-use zoning district may be combined within one (1) building. The building may stand alone on a development parcel or may be integrated into a mixed-use development consisting of multiple buildings.
- B. When combining uses, the development may include the maximum number of residential units based on the density calculation plus the maximum amount of floor area based on the floor area ratio. Residential dwelling units shall not be included in the calculation of floor area.
- C. Shared parking is required. A parking study shall be prepared according to the standards set forth in Section 8.06.06 to demonstrate the actual parking requirements for the project.
- D. Access to residential units shall be separated from access to nonresidential development in order to provide privacy for residents within the building. This requirement may be met when an elevator serves upper floor residential units through a secured access method, such as key-activated access to residential floors.

- E. Balconies, courtyards, plazas, recreation areas, and outdoor gathering places shall be located and designed to ensure privacy for residents.

6.02.04 - Site Development Standards for the Downtown Overlay District (DOD)

- A. The DOD is intended to provide development standards specific to the downtown area of Crestview. The boundary is shown on the Official Zoning Map.
- B. The development standards shown in Table 6.02.04 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.02.04, the standards of the underlying zoning district are required.
- C. Buildings within the DOD are not subject to the standards set forth in Section 6.00.03, 6.03.01.
- D. In addition to signs permissible subject to the standards set forth in Section 7.02.00, development within the DOD may have one (1) sandwich sign in compliance with the following standards:
1. The sign shall not exceed two (2) feet in width.
 2. The color and font shall be consistent with the color and font of other signs for the business displaying the sandwich sign.
 3. The sign shall include the business name or logo.
 4. The sign shall be located on private property. Where five (5) feet of width on the sidewalk can be maintained free of obstruction, the sign may be placed on the public sidewalk. When a sign is proposed to be located on the public sidewalk, the owner shall provide proof of insurance naming the City as an insured party.
 5. A sandwich sign shall only be displayed during the hours of operation of the business named on the sign.
 6. The sign shall have no lights of any kind.
- E. New development or redevelopment shall include sidewalks that are consistent with the requirements in the Engineering Standards Manual of Crestview.
- F. Awnings or permanent canopies sufficient to provide weather protection to pedestrians consistent with the district for all new construction and any modifications exceeding 25% of the value of the building.
- G. Development in the DOD is exempt from providing additional off-street parking spaces as set forth in Section 8.06.05 provided that there is sufficient public parking capacity in the block in which the proposed business is located. Twenty-five (25) percent of the parking in adjacent blocks may be counted.
1. The City shall evaluate the available capacity of public parking in the Downtown Overlay District on a regular basis and make the information available to applicants upon request.
 2. If the City determines that available public parking capacity is insufficient for the proposed business, the applicant shall provide the required number of off-street parking spaces. The applicant may submit a parking study acceptable to the City that demonstrates the parking needs of the proposed business.

Table 6.02.04 - Development Standards Within the Downtown Overlay District

Development Feature	Standards
Minimum lot width (feet)	None
Maximum impervious surface (%)	100
Maximum building height (feet)	120
Minimum setbacks (feet)	
Front setback	0
Side setback	0
Rear setback	0
Setback abutting an alley	5

6.02.05 - Site Development Standards for the Foxwood Overlay District (FOD)

- A. The Foxwood Overlay District is intended to provide development standards specific to the Foxwood area of Crestview. The boundary is shown on the Official Zoning Map.
- B. The development standards shown in Table 6.02.05 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.02.05, the standards of the underlying zoning district are required.
- C. All existing platted lots as of the annexation of this neighborhood shall be deemed to be in compliance with the LDC.

Table 6.02.05 - Development Standards Within the Foxwood Overlay District

Development Feature	Standards
Minimum lot width (feet)	75
Minimum lot frontage (feet)	20
Maximum impervious surface (%)	55
Maximum building height (feet)	45
Minimum setbacks (feet)	
Front setback	20
Side setback	10
Rear setback	10

6.03.00 - DEVELOPMENT STANDARDS FOR COMMERCIAL AND INDUSTRIAL DISTRICTS

6.03.01 - Site Development Standards

- A. The base standards for development in commercial and industrial zoning districts are provided in Table 6.03.01.
- B. Specific site development standards apply within the Downtown Overlay District, as set forth in Section 6.02.04.
- C. Proposed building height, including appurtenances and building attachments, in any district shall be analyzed to determine if it exceeds any limitations of the Eglin Air Force Base. In consultation with an Eglin AFB representative, the City may establish the maximum height at less than the heights in the table below, but no less than the maximum structure height (above mean sea level) causing no major negative mission impacts for Eglin AFB, as depicted in the Map.

Table 6.03.01 - Development Standards in Commercial and Industrial Zoning Districts

Development Feature	C-1	C-2	IN
Maximum gross floor area ratio	2.0	3.0	3.0
Minimum lot area	None	32,000 s.f.	65,000 s.f.
Minimum lot width (feet)	None	100	100
Maximum impervious surface (%)	80	80	95
Maximum building height (feet)	50	100	None
Minimum setbacks (feet)	C-1	C-2	IN
Front yard	20	30	40
Side yard	10	20	30
Rear yard	10	20	30

6.03.02 - Nuisance/Pollution Standards for Industrial Developments

All uses and activities conducted in the IN zoning district shall conform to the standards of performance described below. The failure to conform to any such standards is hereby declared to be a public nuisance.

- A. Fire and explosion hazards: All activities and all storage of flammable and explosive materials or products at any place shall be provided with adequate safety devices against the hazards of fire and explosion, including adequate firefighting and fire suppression equipment, as prescribed by all applicable fire prevention laws, ordinances, and regulations.
- B. Radiation: Any operation involving radiation (e.g. the use of neutrons, protons and other atomic or nuclear particles) shall be conducted in accordance with the codes, rules, and regulations of State and Federal regulating agencies. Radiation limitations shall not exceed quantities established as safe by the United States Bureau of Standards.
- C. Electromagnetic radiation: For the purpose of these regulations, electromagnetic interference shall be defined as disturbances of an electromagnetic nature which are generated by the use of electrical equipment, other than planned and intentional sources of electromagnetic energy, which would interfere with the proper operation of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, heating, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure or any other use directly or indirectly associated with these purposes which does not comply with the current regulations of the Federal Communications Commission (FCC) regarding such sources of electromagnetic radiation. Further, said operations, in compliance with the FCC regulations, shall be unlawful if such radiation causes an abnormal degradation of performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design because of proximity, primary field, blanketing, spurious re-radiation, conducted energy in power or telephone systems or harmonic content. The determination of "abnormal degradation of performance" and of "quality and proper design" shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers and the Radio Manufacturers' Association.
- D. Toxic or hazardous matter: Any activity involving the use or storage of toxic or hazardous matter shall comply with all State, Federal and local laws and all regulations of any Federal, State, or local agency concerning pollution control or toxic substances.
- E. Waste disposal: No activity shall be conducted which results in the discharge of any liquid or solid waste, including industrial wastes, into any public or private sewage system, the ground, or any lake, stream, or other body of water, in violation of any provision of State, Federal or local law or any regulation of any State, Federal or local agency.
- F. Vibration: No use of any property shall cause perceptible earth vibrations beyond any property line, except when pilings are driven for structure foundations. All stamping machines, punch presses, press brakes, hot forgings, steam board hammers, or similar devices shall be placed on shock absorption mountings and on suitable reinforced concrete footings. No machine shall be loaded beyond the capacity, as described by the manufacturers.
- G. Heat, cold, dampness, or movement of air: Activities on any property which produce any adverse effect on the temperature, motion, or humidity of the atmosphere beyond the lot lines are not permitted.
- H. Glare: There shall be no direct or sky-reflected glare, whether from floodlights, high temperature processing, combustion, welding, or otherwise so as to be visible at, or interfere with uses on, adjacent properties.
- I. Smoke, dust, and particulate matter: There shall be no emission of visible smoke, dust, dirt, fly ash, or any particulate matter from any pipes, vents, or other openings or from any other source, into the air which can cause damage or irritation to health, animals, vegetation, or to any form of property or which results in the violation of any applicable Federal, State or local requirements.
- J. Odor: There shall be no emission of odorous gases or other odorous matter in such quantities as to be offensive at the points of measurement. Any process which may involve the creation or emission of any such odors shall be provided with both a primary and a secondary safeguard system so that control may be maintained in the event of failure of the primary safeguard system.
- K. Noise: Reserved

6.04.00-6.05.00 - RESERVED

6.06.00 - STANDARDS FOR SITE PREPARATION AND IMPROVEMENTS

Site preparation and site improvements for all developments within the City of Crestview shall comply with the requirements set forth in the Crestview Engineering Standards Manual. Any deviations for any reason from that Manual shall be only at the sole discretion of the Director of Public Services.

6.06.01 - Site Lighting

Site lighting is required for all new developments. A lighting plan shall be provided as part of the initial submittal to demonstrate compliance with the following standards.

- A. Lighting shall be designed to shine downward and not skyward.
- B. Lighting shall be shielded to avoid glare and direct illumination of adjacent properties.
- C. Only full-cut off lighting fixtures shall be permitted.
- D. Lighting shall not create glare or other hinderance to any roadways and drivers.
- E. Lighting within a subdivision, the light poles must be in place at the time of infrastructure installation, before the final plat is recorded. The light fixtures shall be in place and operational before each residence receives a CO. In addition, all lighting shall be in place and operational prior to the end of the applicable warranty period.
- F. Streets lights within residential zones must have a spacing of no more than 400 feet.

6.07.00 - DESIGN STANDARDS FOR SUBDIVISIONS

A. Blocks.

1. The lengths, widths, and shapes of blocks shall be determined with due regard to:
 - a. The provision of adequate building sites suitable to the special needs of the type of use contemplated;
 - b. The need for convenient and safe access, circulation, and control of pedestrian and vehicular traffic;
 - c. Zoning requirements as to lot sizes and dimensions; and
 - d. Limitations and opportunities of topography.
2. Blocks shall be a maximum of 1,320 feet in length.
3. Rights-of-way for pedestrian crosswalks may be required in order to provide direct pedestrian access to schools, shopping centers, and parks. Such crosswalks shall be a minimum of ten (10) feet in width.

B. Lots.

1. The lot size, width, depth, shape, orientation, and the minimum building setback lines shall comply with the requirements for the zoning district set forth in this LDC.
2. Corner lots for residential use shall have sufficient additional width to maintain same average buildable area as adjacent lots.
3. Side lot lines shall be approximately at right angles to straight right-of-way lines or radial to curved right-of-way lines. Side lot lines are defined as any lot line that intersects a Right of Way line.
4. Double frontage and reverse frontage lots shall be avoided. Where such lots are necessary to provide separation of residential development from arterial streets or to meet specific orientation requirements, the access to such lots shall be from the street with the lower functional classification. A landscaped buffer strip with a fence, in addition to landscaping and buffering required by Section 6.08.05 shall be provided along the property line abutting the street with the higher functional classification.

C. Specific requirements for flag lots

1. A flag lot is any lot that does not entirely front on a public street. Frontage is provided by a private driveway. See Figure 6.07.03(C) for an illustration of a flag lot.
2. Flag lots are permissible in the R-1 zoning district and shall be measured and meet the dimensional requirements set forth in Sections 6.00.02(C) and Table 6.01.01.
3. Each private driveway shall serve only up to two (2) flag lots.
4. There shall be no more than two (2) abutting private driveways.
5. The design, dimensions, and construction requirements for driveways shall comply with the Crestview Engineering Standards Manual.
6. Nothing in this section shall be construed to prohibit flag lots in a planned unit development.

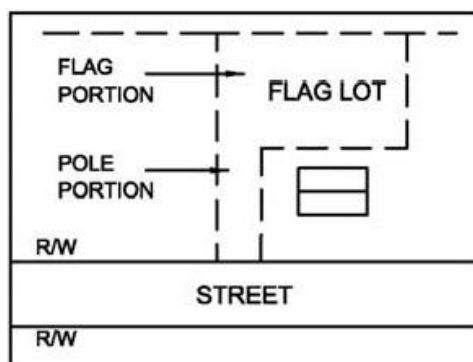


Figure 6.07.03 (C). Illustration of a flag lot

D. Access requirements

1. Each lot shall have frontage on and permanent access to an existing or proposed paved public street.
 - a. Private Streets are only allowed where an HOA is established in perpetuity.
 - b. No streets will be accepted by the City for ownership or maintenance until the streets have met the standards for all streets as identified in the current edition of the Crestview Engineering Standards Manual.

2. A subdivision plat shall include streets as established by transportation plans in the Comprehensive Plan, the Transportation Planning Organization, or other similar plan. The arrangement, character, extent, width, grade, and location of all streets shall conform to the plans of the State, Okaloosa County, and the City, respectively, and shall be considered in their relation to existing and planned streets, to topographical conditions, and to public convenience and safety.
 3. Alleys shall be provided to serve multifamily development, commercial development, and industrial development.
 4. All streets shall be designed and constructed in compliance with the standards of the City set forth in the Crestview Engineering Standards Manual. All costs shall be paid by the developer.
 5. Subdivisions shall include sidewalks and bicycle paths or lanes in compliance with the standards set forth in Chapter 8 of this Land Development Code and the Crestview Engineering Standards Manual.
- E. Easements. All lots within a subdivision shall provide easements for stormwater drainage, water systems, sanitary sewer systems, gas lines, electric lines, cables, telephone lines, and utility poles. Standards for such utility easements are set forth in the Crestview Engineering Standards Manual.
- F. Site improvements.
1. All subdivisions shall be required to have underground utility service (electrical, cable television, telephone, water, and sewer) unless all lots within the subdivision front existing streets that currently are serviced above ground.
 2. If the subdivision plat proposes ten (10) lots or more then a recreation facilities assessment equal to 5% of the predevelopment land value according to the property appraiser shall be due prior to the issuance of a Preliminary Development Order. In some cases, land can be deeded to the City provided that land is deemed of sufficient size and quality to be utilized as a public City Park. This shall be at the sole discretion of the Director of Crestview Recreation Enrichment Services Department.
 3. Land which is determined to be unsuitable for subdivision due to flooding, bad drainage, or other features likely to be harmful to the health, safety, and general welfare of future residents, shall not be subdivided, unless adequate methods of correction and mitigation are formulated by the developer and approved by the City and any other agency having jurisdiction.
 4. All applicable standards set forth in Chapter 5, Environmental and Resource Protection, shall be met.
 5. All applicable standards set in the Crestview Engineering Standards manual shall be met.
- G. The street and block layout.
1. Streets. The street layout of the subdivision shall be in general conformity with a plan for the most advantageous development of adjoining areas and the entire neighborhood. This shall apply to all streets, including private streets.
 - a. Where appropriate to the design, proposed streets shall be continuous and in alignment with existing, planned, or platted streets with which they are to connect.
 - b. Proposed streets may be required to extend to the boundary lines of the tract to be subdivided where such an extension is required to connect with streets in an existing, platted, or planned subdivision. The extension or connection requirement by the city will be based upon traffic circulation or public safety issues and compatibility of adjacent land uses.
 - c. In a proposed subdivision of 50 lots or more adjacent to an existing or platted subdivision where extension of proposed streets to the boundaries would dead end with no feasible street connections, there shall be at least two entrance streets into the subdivision where feasible. Interior streets shall be designed so as to provide more than one route to as many residences as feasible.
 - d. If the proposed subdivision is adjacent to an undeveloped area, at least one proposed street shall terminate at a boundary line of the undeveloped area. A temporary turning circle shall be required at the end of that street or streets with an outside diameter of 60 feet. This requirement may be waived if the traffic pattern of the subdivision contains more than one exit to a city or county road or if traffic circulation or public safety requirements do not dictate a street terminus at a boundary line of the undeveloped area.
 - e. If an existing half-width public or private street or other right-of-way easement is parallel and contiguous with the boundary of a proposed subdivision, the other half-width right-of-way will be dedicated in the proposed subdivision and shall be the width necessary to create a right-of-way along the entire boundary of the proposed subdivision which meets minimum width requirements as set

forth in ~~article VIII of this chapter~~ Section 8.02.00. If the additional right-of-way required to continue the existing dedicated road or other easement in a continuous, orderly manner is not in the proposed subdivision, the developer will prepare the agreement or easement for dedicating the additional right-of-way required and will attempt to obtain such right-of-way. However, the city may assist in acquisition of such right-of-way when in the public interest, where governmental action is necessary to acquire the property and the developer advances all costs and expenses incurred by the city in taking such action.

- f. A cul-de-sac or local dead-end street shall not exceed 1,320 feet in length.
 - g. Street lighting shall be provided in accordance with Section 6.06.01 of this code. The Developer shall make arrangements with the power company and bear the cost of power during the warranty period. Then the street light electrical account shall transfer to the Home Owners Association serving the same.
- H. Subdivision Landscaping Requirements
- 1. Any subdivision landscaping or island must be in a platted common area, dedicated to the Homeowner's Association.

6.08.00 - STANDARDS FOR LANDSCAPE DEVELOPMENT

6.08.01 - Intent

It is the intent of this Section to:

- A. Establish minimum landscaping standards for all development within the City;
- B. Protect the public's health, safety, and welfare;
- C. Protect the natural environment, ecosystem, existing wetlands, and waterways;
- D. Improve the quality of appearance of the built environment by preserving natural elements where possible and incorporating new landscaped areas;
- E. Protect and improve property values;
- F. Establish an integrated system of landscaping and beautification of the City's corridors;
- G. Ensure visual accessibility to businesses.
- H. The City of Crestview encourages innovative water conservation planning, design and techniques, including xeriscape landscaping methods as defined in the Crestview Engineering Standards Manual.

6.08.02 - Definitions

Definitions of terms used in this chapter can be found in Chapter 2 - Definitions.

6.08.03 - Applicability

- A. This section applies to all new development.
 - 1. New development within an existing multi-use structure, non-residential, or multi-family development shall be required to provide landscaping in conformance with this section only to the portions of the site containing the new development, unless Sub-Section 6.08.03(C) applies.
- B. This section shall apply to existing development and redevelopment when any of the following occurs:
 - 1. When a Change in Use requires the construction of additional parking and/or vehicle use area(s).
 - 2. When any principal nonresidential structure or complex of structures is enlarged by 50 percent or more in gross floor area, the entire site shall conform to the requirements of this Section.
 - 3. When alterations to any principal nonresidential or multifamily structure or complex of structures exceed 30 percent of the assessed value over an 18-month period, the entire site shall be made to conform to the requirements of this Section.
 - 4. When any vehicle use area is constructed or established, or when an existing vehicle use area is enlarged by 50 percent or greater, the entire vehicle use area shall conform to the requirements of this Section.
 - a. When an existing vehicle use area is enlarged by less than 50 percent, that portion of the vehicle use area shall conform to the requirements of this Section.
- C. The following development is exempted from the requirements of this section:
 - 1. Single Family detached dwellings.
 - 2. Duplex dwellings.

6.08.04 - Administrative Modifications

- A. The Director of Community Development Services, or designee, shall have the authority to modify the requirements of this section when he or she determines that it is physically impossible or, for all intents and purposes, wholly impractical, for a development to meet the requirements of this Section.
- B. This determination shall be based upon the location, placement, or configuration of existing structures, site dimensions, site topography, underground and overhead utilities, and other physical characteristics of the development site itself.
- C. If it is determined that modifications are required, the Director, or designee, may allow for the following only:
 - 1. Placement of required trees elsewhere on site;
 - 2. Grouping(s) of required trees;
 - 3. Waiver of a portion of the requirements, provided that the requirements of this section are implemented to the fullest extent on those portions of the development site that can physically accommodate these requirements.

6.08.05 - Landscape Plan Required

- A. To ensure compliance with the standards of this section, a landscape plan demonstrating how landscaping will be planted on a development site shall be included as a part of any application for development approval for the following:
 - 1. Special Use Permit;
 - 2. Commercial Site Plan of any size;
 - 3. Any commercial Subdivision;
- B. No submittal for any development shall be deemed complete unless a landscape plan has been submitted.
- C. No development order or development permit shall be issued until a landscape plan has been submitted and approved as meeting the requirements of this section.
- D. Landscape plans shall be signed and sealed by a landscape architect who is licensed to practice in the State of Florida, and in good standing.
- E. Landscape plans shall be submitted to the Planning and Zoning Department, separately from or as a component part of required development plans. In either case, the application process will not proceed to review without the Landscape Plan.
- F. All landscape materials depicted on the approved landscape plan shall be installed prior to the issuance of a Certificate of Occupancy.
- G. Landscape plans shall include the following contents and information:
 - 1. Location of all existing trees that are on the protected trees list on a development site, with their species (common name), DBH, and crown or spread identified.
 - 2. Denote existing trees to be removed and those to be saved, together with a table of this information.
 - a. For all protected trees being removed, a certified arborist, landscape architect, or similarly qualified professional is required to determine if those trees can be safely moved to another location on the site, or state if they cannot.
 - 3. Locations of all landscaping improvements including species (common name), crown, and DBH of trees and species of shrubs, grasses and ground cover(s).
 - 4. Total landscaped area, total impervious surface areas, and total project limits.
 - 5. Location of all proposed driveways, parking areas, sidewalks, buildings, walls, fences, signs, and any other non-landscape components which will intersect and/or be constructed or installed within the required landscape areas.
 - 6. Any utilities, overhead or underground, in the vicinity of the landscape areas shall be shown. Any potential impacts with the utilities shall be noted. Acceptance of the landscape material by an effected utility company may be required, such as trees adjacent to an overhead power line.
 - 7. Location of any proposed irrigation system or other watering apparatus.
 - 8. Reference to the applicable sections identifying the minimum landscape and installation requirements of this code.
 - 9. A statement indicating that the balance of all areas within the required landscape, outside of the trees and shrubs shall be planted with turf grass and or groundcover plants.

10. A statement indicating that all disturbed areas outside of the planned improvements shall be sodded or seeded.
11. A statement(s) and/or graphic(s) providing for the protection of saved trees onsite.
12. Any other required or pertinent design or detail information in written or graphic form.

6.08.06 - Requirements - Perimeter Landscape

- A. There are different types of perimeter landscape yards that developments may be required to install. Perimeter landscape requirements reflect the proposed property use and the adjacent property uses and/or zoning districts.
- B. The following perimeter landscape areas shall be required in accordance with the applicable portions of this Section:
 1. Right-of-Way (ROW) Landscape Buffer
 2. Side Perimeter Landscape Buffer
 3. Adjacent Use Buffer

6.08.07 – Requirements - Parking Landscape

- A. Interior parking landscape. The following criteria shall apply regarding interior parking landscape:
 1. Overhang areas. Vehicles may overhang no more than two feet into landscape areas. The overhang area shall not be included as part of the landscape area requirement.
 2. Generally. Interior portions of off-street parking facilities which are not specifically designed as parking spaces or maneuvering areas shall not be paved for vehicle use. Said areas shall be planted and permanently maintained with trees and shrubs and finished with ground cover or other landscape material.
 3. Maximum number of continuous parking spaces. Landscaping areas with a minimum dimension of nine feet and a minimum total area of 171 square feet shall be provided to break up excessively long, continuous runs of parking spaces. No parking bay shall contain more than 15 continuous parking spaces without being broken up by a landscaped area. These landscaped areas must have one tree that measures a minimum of 1.5 inches in diameter, four feet above grade at time of planting.
- B. Termination of parking rows. Each row of interior parking spaces shall be terminated at each end by a landscaped area which shall be a minimum of 100 square feet with a minimum dimension of ten feet. These landscaped areas must have one tree that measures a minimum of 1.5 inches in diameter, four feet above grade at time of planting.

6.08.08 – Requirements - Right-of-Way Landscape Buffer Yard

- A. There shall be a continuous landscaped area, a minimum of 10-foot wide, adjacent to all rights-of-way.
 1. When parking areas abut ROW Landscape Buffer yards, wheel stops shall be provided to prevent more than eighteen (18) inches of overhang into the landscape area.
 2. Sidewalks shall not be located within the right-of-way landscape buffer yard.
 3. A maximum of two vehicle accessways, meeting the width requirements of Crestview Engineering Standards Manual, through ROW Landscape Buffer yards, per right-of-way shall be allowed.
 - a. Developments with greater than 500 linear feet of right-of-way frontage shall be allowed one additional accessway through the ROW Adjacent Landscape Yard.
 - b. Accessways shall at no time be less than 50 feet apart, as measured from the centerline of driveway throats of each accessway.
- B. When a development's disturbed area or project area, does not extend the full length of the right-of-way frontage of the property, the required perimeter landscape may be placed within the dedicated project area only, provided the following:
 1. When the remainder of the frontage contains natural growth of native trees, shrubs and grasses to sufficiently create or maintain a visual barrier between the right-of-way and the proposed development.
 2. The remainder of the frontage is kept and maintained in its natural state.
 3. The landscape plan identifies that the area is to be maintained in a natural state and that when the area no longer provides an acceptable visual barrier, landscaping improvements in keeping with the provisions of this code shall be installed.
 4. If this area is developed in the future, then it will be required to meet the requirements of this code.

- C. Right-of-way adjacent landscape areas shall utilize, to the greatest extent practical, existing trees, provided those trees are identified within the Approved Tree Species List. See Section 6.08.09 for the approved species list and tree protection bonuses.
- D. Right-of-way adjacent landscape areas shall provide vegetation in accordance with the following:
 - 1. One tree per 25 linear feet, or fraction thereof, of total right-of-way frontage with 50 percent of the trees being a shade species.
 - a. Any required trees deemed to be within the visibility triangle will be required to be planted elsewhere. (Refer to the Crestview Engineering Standards Manual for more information)
 - b. Any trees that would conflict with existing utilities, such as overhead power, shall be planted elsewhere.
 - c. In no case will driveways, utilities, or other such conflicts result in a reduction of the required trees or landscape area. Such required landscape shall be moved elsewhere within the development.
 - ~~2. Two shrubs per five (5) linear feet of right-of-way frontage.~~
 - ~~a. Shrubs shall be of a species that will reach a mature height of no less than 24".~~
 - 3. The balance of the landscaped area shall be planted with turf grass and other landscaping treatments.
- E. Side Perimeter Landscape Yards.
 - 1. There shall be a continuous side perimeter landscape yard, a minimum of five-foot-wide, adjacent to the property line, in accordance with the following:
 - a. When there is an existing use on the adjacent property and a buffer yard is not required.
 - b. When there is a planned use on the adjacent property and a buffer yard is not required.
 - c. Cross Vehicle Access-drives meeting the minimum width requirements as per the *Crestview Engineering Standards Manual*, shall be allowed up to three per side.
 - (1) When not connecting to an existing Cross Vehicle Access drive, landscaping shall be required to meet this Chapter.
 - 2. Side perimeter landscape yards shall provide vegetation in accordance with the following:
 - ~~a. Two shrubs or one bush per five (5) linear feet of property line.~~
 - ~~(1) Shrubs shall be of a species that will reach a mature height of no less than 24".~~
 - ~~(2) Bushes shall be of a species that will reach a mature height of no less than 6'.~~
 - b. The balance of the landscaped area shall be planted with turf grass and other landscaping treatments.
- F. Buffer Yards
 - 1. Buffer yards shall generally be located along the outer perimeter of a parcel and shall extend from the property line inward the required width.
 - 2. Buffer yards shall be required between uses with different densities and/or intensities and between different zoning districts in accordance with the following:
 - a. A buffer yard shall be provided in the following situations and/or circumstances:
 - (1) Buffer widths shall be determined based on Table 6.08.08.
 - (a) Where redevelopment of an existing single-family dwelling occurs adjacent to single family or duplex residential development, in conformance with this code and the character of the single-family dwelling is preserved and there are 10 or less required parking spaces, the buffer yard requirement may be satisfied by the placement of an eight-foot tall wood or vinyl/plastic privacy fence around the entire side and rear yards.

Table 6.08.08 - Required Buffer Widths

	R-1	R-2	R-3	<u>MU</u>	C-1	C-2	IN
R-1	N/A	5 Feet	10 Feet	<u>15 feet</u>	15 Feet	20 Feet	30 Feet
R-2	5 Feet	N/A	5 Feet	<u>10 feet</u>	15 Feet	20 Feet	30 Feet
R-3	10 Feet	5 Feet	N/A	<u>7.5 feet</u>	15 Feet	15 Feet	15 Feet
<u>MU</u>	<u>15 feet</u>	<u>10 feet</u>	<u>7.5 feet</u>	<u>N/A</u>	<u>7.5 feet</u>	<u>10 feet</u>	<u>15 feet</u>
C-1	15 Feet	15 Feet	15 Feet	<u>7.5 feet</u>	N/A	5 Feet	5 Feet
C-2	20 Feet	20 Feet	15 Feet	<u>10 feet</u>	5 Feet	N/A	5 Feet
IN	30 Feet	30 Feet	15 Feet	<u>15 feet</u>	5 Feet	5 Feet	N/A

3. Buffer Yard vegetation requirements:

- a. The expectation with this section is that a visual and audible barrier or screen is created between dissimilar uses through the use of aesthetically appealing landscaping, fencing, walls, or other methods.
- b. All plants in the buffer shall be bushes and trees of an approved species that will reach a mature height of no less than 6'.
 - (1) Small shrubs will not be allowed unless coupled with a 6' privacy fence.
- c. Buffer Yard approved vegetation list. Vegetation not on this list must be approved by the Community Development Services Director, or designee:
 - (1) Japanese privet (*Ligustrum japonicum*)
 - (2) Azalea (*Rhododendron* spp.)
 - (3) Japanese cleyera (*Cleyera japonica*)
 - (4) Pampas grass (*Cortaderia selloana*)
 - (5) Silverthorn (*Elaeagnus pungens*)
 - (6) Cherry elaeagnus, Gumi (*Elaeagnus multiflora*)
 - (7) English holly (*Ilex aquifolium*)
 - (8) Chinese holly (*Ilex cornuta*)
 - (9) Japanese holly (*Ilex crenata*)
 - (10) Yaupon holly (*Ilex vomitoria*)
 - (11) Oleander (*Nerium oleander*)
 - (12) Chinese juniper (*Juniperus chinensis*)
 - (13) Savin juniper (*Juniperus sabina*)
 - (14) Rocky mountain juniper (*Juniperus scopulorum*)
 - (15) Bottlebrush buckeye (*Aesculus parviflora*)
- d. Bushes shall be planted sufficiently close so that at full maturity, there will be no visual space between the bushes.
- e. Walls and fences may be allowed provided they are constructed in such a manner as to create the intended visual and audible barrier.
 - (1) No wall or fence may be constructed less than 6' in height.
 - (2) All fences and walls will require approval from the Building Department.

6.08.09 - Protected Trees

- A. No person shall cut, remove or damage any protected tree in a manner which causes the tree to die within a period of two years without first obtaining a Land Clearing and Protected Tree Removal permit, or without such removal being approved as part of a development order that provided a landscape plan as required by 6.08.05. A one (1) two (2) or three (3) family dwelling is exempt from the requirements of this section as provided for in 6.08.03 except that they must replant a tree listed on the Protected Tree List or Tree Replant List, with such replacement tree measuring a minimum of 1.5 inches DBH.
- B. Protected Tree List. The following types of species comprise the protected tree list (* denotes shade trees):
 1. Species type A: Small, four-inch to seven-inch DBH

- a. Dogwood (*Cornus florida*)
 - b. Redbud (*Ceris Canadensis*)
 - c. Ashe's magnolia (*Magnolia ashei*)
- 2. Species type B: Medium, eight-inch to 13-inch DBH.
 - a. American holly (*Ilex opaca*)
 - b. Southern magnolia (*Magnolia grandiflora*)*
 - c. Eastern (or Southern) red cedar (*Juniperus virginiana*)*
- 3. Species type C: Large, 14-inch and larger DBH.
 - a. Live oak (*Quercus virginiana*)
 - b. Laurel oak (*Quercus laurifolia*)*
 - c. Sweet gum (*Liquidambar styraciflua*)*
 - d. Sycamore (*Platanus occidentalis*)*
 - e. Pecan (*Carta illinoensis*)*
 - f. Water oak (*Quercus nigra*)*
 - g. Red maple (*Acer rubrum*)*
- C. Trees identified by a certified arborist as diseased or dead shall not be required to be replaced.
- D. Every effort shall be made to save the trees on this list during any site development or clearing for any reason.
- E. Allowances to the site development may be provided to encourage retaining protected trees. The Director of Community Development Services, or designee, may review a plan submitted by the developer to determine the extent of such allowances. Those may include such allowances as reduced parking requirements, reduced landscape area requirements or other allowances.
- F. Trees on this list must be preserved based at a ratio of one tree for each 3,600 square feet of impervious surface area proposed by any site development.
- G. Where protected trees cannot be kept or relocated, they must be replaced by a species listed in the Tree Replant and Protected Trees list. Enough trees shall be planted to replace a minimum of fifty percent the diameter of the removed protected tree. Multiple trees shall be used to reach fifty percent, but in no case shall any of these replacement trees be less than 2" in diameter.
- H. On sites proposed for development where no existing protected trees are identified, the developer shall be required to plant one new tree from either the Protected Tree List or Tree Replant List per 3,600 square feet of proposed impervious surface area. One third of trees planted, or fraction thereof shall be of Species type A, one third or fraction thereof shall be of Species type B, and one third or fraction thereof shall be of Species type C. The size of each new tree shall be no less than 2" in diameter.
- I. Tree Replant List. In addition to the three categories of trees identified in subsection 1, the following trees may be planted to meet the minimum tree replanting requirements of subsection 5. Replanted tree must be of the same species type as the tree removed. Trees not on this list may be used only if approved by the Community Development Services director or designee. (* Denotes shade trees):
 - 1. Species type A: Small.
 - a. Dahoon holly (*Ilex cassine*)*
 - b. Fringe tree (*Chionanthus virginicus*)
 - c. Red bay (*Persea borbonia*)*
 - d. Swamp bay (*Persea palustris*)*
 - e. Sassafras (*Sassafras albidum*)
 - f. Yaupon (*Ilex vomitoria*)
 - g. Wild olive (*Osmanthus americanus*)
 - h. Scrubby post oak (*Quercus margaretta*)
 - i. Southern crabapple (*Malus angustifolia*)
 - j. Eastern Hophornbeam (*Ostrya virginiana*)
 - k. Red buckeye (*Aesculus pavia*)
 - l. Pindo palm (*Butia capitata*)
 - m. Sago palm (*Cycas revoluta*)
 - 2. Species type B: Medium.
 - a. Cherry laurel (*Prunus caroliniana*)*
 - b. Large-leafed magnolia (*Magnolia macrophylla*)*

- c. American hornbeam (*Carpinus caroliniana*)
 - d. River birch (*Betula nigra*)*
 - e. Florida maple (*Acer barbatum*)*
 - f. Sweetbay (*Magnolia virginiana*)*
 - g. Ginko (*Ginko biloba*)*
 - h. Bradford pear (*Pyrus calleryana* "Bradford")
 - i. Ash (*Fraxinus* spp.)*
 - j. London planetree (*Plantanus x acerfolia*)*
 - k. Sabal (cabbage) palm (*Sabal palmetto*)
3. Species type C: Large.
- a. Tulip tree (*Liriodendron tulipifera*)
 - b. Willow oak (*Quercus phellos*)
 - c. Black gum (*Nyssa sylvatica*)
 - d. Southern red oak (*Quercus falcata*)*
 - e. Shumard's red oak (*Quercus shumardii*)*
 - f. Hackberry (*Celtis laevigata*)*
 - g. White oak (*Quercus alba*)*
 - h. Bald cypress (*Taxodium distichum*)
 - i. Walnut (*Juglans nigra*)*
 - j. Chinese elm (*Ulmus parvifolia*)*
 - k. Hickory (*Carya* spp.)*
 - l. Yellow buckeye (*Aesculus flava*)*
 - m. Canary island date palm (*Phoenix canariensis*)
- J. Prohibited tree list.
1. The following prohibited species may not be used to meet any landscape requirement:
- a. Paper mulberry (*Broussonetia papyrifera*)
 - b. Australian pine (*Casuarina equisetifolia*)
 - c. Ear tree (*Enterolobium cyclocarpum*)
 - d. Punk tree (*Melaleuca* spp.)
 - e. Chinaberry (*Melia azedarach*)
 - f. Brazilian pepper (*Schinus terebinthifolius*)
 - g. Downy rosemyrtle (*Rhodomyrtus tomentosa*)
 - h. Bishopwood (*Bischofia javanica*)
 - i. Chinese Tallow Tree or Popcorn Tree (*Triadica sebifera*)

CHAPTER 7 ACCESSORY, TEMPORARY, AND SPECIAL USE SITUATIONS

7.00.00 - INTENT

The purpose of this chapter is to provide standards for accessory, temporary, and special use situations within the City of Crestview, in accordance with the City Code and Comprehensive plan. Any violation of this Chapter, including a property owner's unpermitted accessory structure, or non-compliant property use shall be punished as provided for in section 1-11 of the City Code and Chapter 162, Florida Statutes.

7.01.00 - ACCESSORY STRUCTURES

7.01.01 - Generally

Any number of different accessory structures may be located on a parcel, provided that the following requirements are met.

- A. There shall be a permitted principal structure on the parcel, located in full compliance with all standards and requirements of this chapter.
- B. All accessory structures shall comply with standards pertaining to the principal use, unless exempted or superseded elsewhere in this chapter.
- C. Accessory structures shall not be located in a required buffer or landscape area, ~~or minimum building setback area.~~
- D. Accessory structures shall be included in all calculations of impervious surface and storm water runoff.
- E. Accessory structures shall be shown on any concept development plan with full supporting documentation.
- F. No accessory structures used for industrial storage of hazardous, incendiary, noxious or pernicious materials shall be located nearer than 100 feet from any property line.

7.01.02 - Accessory Buildings

Site Development standards for accessory buildings (storage buildings, utility buildings, sheds, greenhouses, etc.).

- A. Accessory buildings in all zoning districts shall abide by the following requirements and standards:
 - 1. In lots within recorded subdivisions and non-platted lots with a depth less than 250 feet:
 - a. Accessory buildings shall only be placed in side and rear yards and shall be setback three (3) feet from side and rear property lines.
 - b. Accessory buildings on lots facing multiple rights-of-way may be placed in any front yard not abutting the face of the structure containing the front door, up to the required front setback. See figure 7.01.02.
 - c. ~~If an~~ accessory buildings ~~is proposed to be built~~ closer than ten (10) feet to the principle structure, ~~it~~ must meet the setbacks of said principle structure.
 - 2. In lots not within recorded subdivisions and with a lot depth of 250 feet or greater:
 - ~~a. Accessory buildings may be placed in any side, rear or front yards, shall be setback three (3) feet from side and rear property lines and shall not be within any required front setback.~~
 - b. Accessory buildings shall be setback three (3) feet from side and rear property lines and shall not be within any required front setback.
 - c. ~~If an~~ accessory buildings ~~is proposed to be built~~ closer than ten (10) feet to the principle structure, ~~it~~ must meet the setbacks of said principle structure.

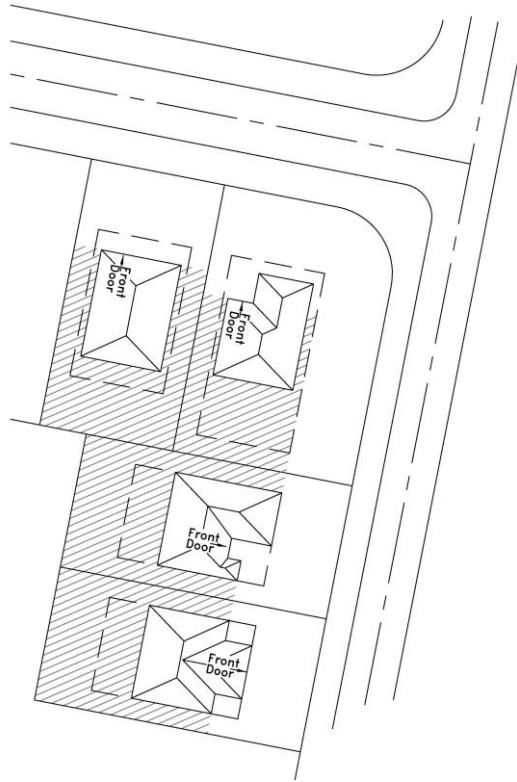


Figure 7.01.02. Allowed Accessory Building and Fence Location on Lots Facing Multiple Rights-Of-Way.

- B. Storage buildings, storage sheds and detached garages in the C-1, C-2 and IN zoning districts that exceed 600 square feet of floor area must provide brick veneer, stone, stucco, or other similar decorative materials to the façade on all sides of the building visible from the public right of way.
- C. Carports in any zoning district are allowed according to the following requirements:
 - 1. Carports are allowed in front yards but shall not encroach into any front setback and must remain under twenty (20) feet in height.
 - 2. Carports located in any front yard shall not be enclosed on any side.
 - 3. Carports are allowed in side yards up to property line, regardless of distance to the main structure.
 - 4. Eaves of carports shall not extend over any property line.
 - 5. Carports shall be at least three (3) feet from any rear property line.
- D. Screen rooms, enclosed patios, porch coverings, or any other similar structure are allowed in the R-1, R-2, R-3 and MU zones according to the following requirements:
 - 1. Shall be at least 3 feet from any rear property line.
 - 2. Shall not be placed within any front or side setback area.

7.01.03 - Fences

Site Development Standards for Fences, Hedges and Walls

- A. Location of fences, perimeter hedges and walls.
 - 1. Fences, perimeter hedges and retaining walls may be located on, at, or inside the property line. All fence material must be located on, at or inside the property line, and shall not be located outside of the property line.
 - 2. A fence located on the property line may be shared by adjacent properties.
 - 3. Setback requirements applicable to principle buildings shall not prohibit or restrict the installation of a retaining wall.
 - 4. Fences, perimeter hedges, and walls shall not be located within the required visibility triangle.
- B. Materials and appearance requirements.

1. Fences and walls must be constructed of wood, masonry, stone, wrought iron, chain link, vinyl, welded wire, or composite materials.
 2. All fences shall be installed with the finished side facing outward, except for the following:
 - a. Where a fence cannot be constructed on the property line due to an existing fence on the adjacent property line, the finished side may face inward.
 - b. When an applicant is not granted permission to access the adjacent property to install the fence, the finished side may face inward.
 3. A fence installed for security purposes in C-2 or IN zoning may include barbed wire or razor wire, provided that such wire is at least six (6) feet off the ground.
- C. Electrical fencing may be installed for security purposes and shall meet the following standards:
1. Electrical fencing may be installed on top of a fence in C-2 or IN zoning districts, provided that the electrical fencing is a minimum of six (6) feet above the ground.
 2. Electrical fencing may be installed in residential areas provided that such fencing shall be limited to side and rear yards and shall be contained within a fence structure.
 3. All electrical fencing shall be accompanied by signs to provide a warning of the type of fence and the voltage of the fence. Warning signs shall be placed at each corner of the enclosed area; additional signs shall be placed fifteen (15) feet apart along the entire fence. Warning signs shall not exceed four (4) square feet in area each.
- D. Height standards.
1. Fence and wall height shall be measured from the natural grade at the base of the fence to the topmost part of the fence, including any decorations, barbed wire, or other fixtures.
 2. The maximum height for a fence on a lot line on a property zoned R-1, R-2, R-3 or MU and adjacent to a property zoned C-1, C-2 or IN shall be eight (8) feet.
 3. Fence may contain decorative columns spaced no less than six (6) feet apart that shall not exceed eight (8) feet in height.
 4. Height standards provided in Table 7.01.03.

Table 7.01.03 - Standards for Fence Heights

Zoning District	Maximum Height in a Side or Rear Yard (feet)	Maximum Height in a Front Yard ^{10, 11}
R-1	8	4
R-2	8	4
R-3	8	4
MU	8	4
C-1	8	4
C-2	8	4
IN	8	6
P	8	6
E	N/A	N/A

7.01.04 - Swimming Pools

¹⁰ Fences on lots facing multiple rights-of-way may be up to ~~6~~ **8** feet in height in any front yard not abutting the face of the structure containing the front door, ~~up to the required front setback. See Figure 7.01.02, where the fence will not obstruct visibility from any intersection or adjacent driveway, as determined by the Planning Administrator, or designee.~~

¹¹ ~~Fences that allow for at least 50 percent visibility through the material, including but not limited to chain link, wrought iron, or welded wire, may be up to 8 feet in height.~~

- A. Location. Swimming pools shall be placed only in side and rear yards. There shall be at least six (6) feet between a building and the water's edge of an outdoor swimming pool. There will also be at least six (6) feet between any side or rear property line or building line and the water's edge of an outdoor swimming pool.
- B. All pool enclosures (enclosure constructed of metal, wood, or similar type material for framing and consisting of screen mesh or any similar material between framing members making up the roof and walls, and which specifically covers a swimming pool or spa), shall have the same front setback as the principal structure and shall be erected at least three (3) feet from the rear or side property line.
- C. Pool Fencing.
 - 1. See Florida Building Code for all design and construction requirements.

7.02.00 - SIGNS

7.02.01 - Generally

- A. Purpose. It is the purpose of this section to provide comprehensive and balanced sign regulations that are consistent with constitutional guarantees, promote business growth and retention, achieve clear and effective communication in the City's environment, and to authorize signs which are:
 - 1. Consistent with the objectives of the comprehensive plan;
 - 2. Compatible with their surroundings;
 - 3. Integrated and harmonious with the appearance of the community;
 - 4. Legible under the circumstances in which they are seen; and
 - 5. Safe for motorists, by preventing visual distraction and visual clutter.
- B. In interpreting and applying the provisions of Section 7.02.00, the sign regulations are declared to authorize the maximum allowable signage for the purposes set forth. Any sign authorized by Section 7.02.00 may display noncommercial messages. Nothing in Section 7.02.00 shall be construed to regulate the content of the message displayed on any sign.
- C. No person shall move, erect, post, construct, paint, alter, or maintain a sign except in compliance with the standards and requirements set forth in Section 7.02.00.
 - 1. A building permit is required for any sign that is not exempt from the standards and provisions of Section 7.02.00. Application and review procedures for obtaining sign permits are set forth in Chapter 3.
 - 2. The installation and maintenance of signs and sign structures shall comply with the Florida Building Code, current edition and the NEC, current edition.
 - 3. All signs shall be located to comply with the clear visibility requirements set forth in the Crestview Engineering Standards Manual.
- D. All signs shall be adequately maintained in a structurally sound and safe condition. At a minimum, the following standards shall be met:
 - 1. The area around the sign shall be clear of overgrown vegetation or other obstacles so as to make the sign readily visible.
 - 2. All damaged or deteriorated panels or structural components shall be replaced.
 - 3. Any sign copy shall be maintained securely to the face, and all missing copy shall be replaced.
 - 4. All defective, discolored, faded, broken, or torn parts shall be replaced or repaired.
 - 5. A sign that becomes unsafe, dangerous, or a threat to public safety shall be replaced, repaired, or otherwise made safe within the time limit set by the City.

7.02.02 - Exempt Signs

The following signs are exempt from the requirement to obtain a development permit.

- A. Regulatory, statutory, traffic control, or directional signs erected on public property by or with permission of the United States, the State of Florida, Okaloosa County or the City.
- B. Legal notices and official instruments.
- C. Signs incorporated into machinery or equipment by a manufacturer or distributor, which identify or advertise only the product or service dispensed by the machine or equipment, such as signs customarily affixed to vending machines, newspaper boxes, and gasoline pumps.
- D. Advertising and identifying signs located on taxicabs, buses, trailers, trucks, or vehicle bumpers.
- E. Public warning signs to indicate the dangers of swimming, animals, or similar hazards.

- F. Memorial signs or tablets, names of buildings, and dates of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.
- G. Signs carried by a person.
- H. Provisionally Exempt Signs. Signs identified in this section may be placed without a permit, provided that such signs comply with the standards set forth in Table 7.02.02.

Table 7.02.02 - Standards for Provisionally Exempt Signs

Sign Type	Standards
Entrance, exit, or other directional signs, including parking identification signs.	• Maximum area of four (4) s.f. • No individual letters, symbols, logos or designs in excess of eight (8) inches measured vertically or horizontally
"No trespassing" or "no dumping" signs	• Maximum area of four (4) s.f.
Home Occupation Nameplate in R-1, R-2, R-3, and MU zoning District	• Maximum area of one (1) s.f. • Limited to one (1) per property • Must be affixed to front wall of the dwelling unit containing the Home Occupation • Signs shall not be lighted • May only contain name identifying the Home Occupation
Campaign Signs	• Maximum area of nine (9) s.f. and maximum height of six (6) feet in R-1, R-2, R-3 and MU zoning districts • Maximum area of thirty-two (32) s.f and maximum height of six (6) feet in C-1, C-2, IN, P and CON zoning districts • Limited to one sign per property • Limited to the period of the campaign issue • Must be removed within forty-eight (48) hours of the campaign issue being decided
Real estate signs in R-1, R-2, R-3, and MU zoning districts	• One (1) sign per dwelling offered for sale or rent • Located on property offered for sale or rent • Maximum area of nine (9) s.f. • Maximum height of six (6) feet. • Allowed for the duration of contract to sell or until rental vacancy is filled
Real estate signs in C-1, C-2, IN, P, and E zoning districts	• One (1) sign per street frontage • Located on property offered for sale or lease • Maximum area of thirty-two (32) s.f. • Maximum height of six (6) feet. • Allowed for the duration of contract to sell or lease
Construction signs, R-1, R-2, R-3, and MU zoning districts	• Located on a property where a valid building permit has been issued and has not expired. • Maximum area of thirty-two (32) s.f. • Maximum height of eight (8) feet. • Removed when the certificate of occupancy has been issued
Construction signs, C-1, C-2, IN, P, and E zoning districts	• Located on a property where a valid building permit has been issued and has not expired. • Maximum area of all signs not to exceed thirty-two (32) s.f. • Maximum height of eight (8) feet. • Removed when the certificate of occupancy has been issued
Yard or garage sale signs	• Maximum area of four (4) s.f. • Located on the property where a sale is being conducted. • Limited to one sign per property • Must be removed within forty-eight (48) hours of the conclusion of the sale
Automatic Teller Machine (ATM) signs	• Not more than one (1) wall sign • Maximum area of four (4) s.f. • Mounted not more than eight (8) feet above finished elevation of the ATM

7.02.03 - Prohibited Signs

The following signs are prohibited.

- A. Off-premises signs.
- B. Portable signs.
- C. Snipe signs on public right-of-way, including temporary signs stuck in the ground (sometimes also called bandit signs), and signs attached to utility poles, trees, rocks, or other natural objects.
- D. Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination.
- E. Signs or sign structures that interfere in any way with free use of any fire escape, emergency exit, or standpipe.
- F. Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist, or pedestrian using or entering a public way, or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics.
- G. Abandoned signs.
- H. Signs erected on or projecting over any public property or right-of-way, with the exception of signs erected by public authority for public purposes.
- I. Any other signs that are not specifically permitted or exempted as set forth in Section 7.02.00.

7.02.04 - Temporary Signs

Temporary signs shall comply with the following standards.

- A. Temporary signs are permissible subject to receipt of a temporary sign permit specifying type, size, location, and duration of placement. Temporary signs may be displayed for a period not exceeding fifteen (15) days.
- B. Total permitted temporary sign area shall not exceed a size of sixteen (16) square feet.
- C. Temporary signs shall not be placed in the public right-of-way.
- D. Temporary signs shall not flash, blink, spin, or rotate.
- E. Temporary signs include banners, flags, and pennants. The placement of temporary signs shall comply with the clear visibility requirements set forth in The Crestview Engineering Standards manual. Such signs shall not block traffic or pedestrian visibility or constitute a vehicular or pedestrian traffic hazard.
- F. The placement of temporary signs shall not cause a public nuisance.
- G. Permissible temporary signs shall be firmly secured to the ground or to a building according to the requirements of the temporary permit. Temporary signs may be attached to or cover an existing permitted sign only for the period during which the temporary sign is permitted.

7.02.05 - Permitted Permanent Accessory Signs

- A. Permanent accessory signs to be permitted in C-1, C-2, IN zonings, and MU zoning where there is an active business on site.
- B. Sign types allowed. A permanent accessory sign may be a ground sign to include a thirty-two (32) square foot reader board, or a building sign. Permanent accessory signs and reader board signs may be changeable copy or automatic changeable facing signs; however, facing or copy shall not rotate or change so rapidly as to cause distraction to a motorist.
- C. Permissible number area, spacing and height of permanent accessory ground signs: Table 7.02.05.

Table 7.02.05 - Requirements for Permanent Accessory Signs

Sign Type	Maximum Number	Maximum Sign Face Area	Sign Dimensions	Maximum Sign Height	Setback/Spacing
Wall	• Single Occupancy - 3 per façade • Multiple Occupancy - 3 per façade per tenant	• Single Occupancy- 20% of façade • Multiple Occupancy- 15% of façade per tenant	N/A	Not to exceed height of roofline	N/A
Awning	No Maximum	N/A	75% of Awning Length	2 feet	N/A
Projecting/ Perpendicular	1 per tenant	6 sq. ft.	Width - 4 feet	3 feet	N/A
Monument/ Ground	1 per street frontage	2 sq. ft. per linear foot of street frontage to a maximum of 240 sq. ft.	No required dimensions	24 feet	• Property lines - 5 feet • Other ground signs - 10 feet
Interstate Highway I-10 Corridor Accessory Sign. ¹²	1	420 sq. ft.	N/A	85 feet above the crown of Interstate Highway I-10 nearest the sign	• Front Property Line - 25 feet • Side/Rear Property Line - 50 feet • Other permanent ground sign on same site - 100 feet
Billboard. ¹³	1	310 sq. ft.	Width - 38 feet	30 feet	• Property lines - 10 feet • Other billboard on same side of thoroughfare - 1,500 feet
Interstate Highway I-10 Corridor Billboard. ^{14, 15}	1	672 sq. ft.	Width - 48 feet	50 feet above crown of Interstate Highway I-10 nearest the sign	• Interstate I-10 Right of Way - 20 feet • Other property lines - 50 feet • Other billboard on same side of thoroughfare - 1,500 feet

¹² The Interstate I-10 Corridor is defined as 1,000 feet from the Interstate Highway I-10 right-of-way

¹³ Billboards of any kind are only allowed in the Commercial (C-1, C-2) and Industrial (IN) zoning districts

¹⁴ The Interstate I-10 Corridor is defined as 1,000 feet from the Interstate Highway I-10 right-of-way

¹⁵ Billboards of any kind are only allowed in the Commercial (C-1, C-2) and Industrial (IN) zoning districts

7.02.06 - Directional Signs

- A. Directional signs giving directions to motorists regarding the location of parking areas and access drives shall be permitted as permanent accessory signs on all parcels and shall not be counted as part of an occupancy's allowable sign area.
- B. Directional signs located on parcels with single user drives and parking, shall be limited to ten square feet.
- C. Directional signs located on parcels with shared access drives and interconnected parking, shall be limited to 20 square feet.

7.02.07 - Signs at Entrances to Residential Developments, Farms and Ranches

- A. Generally. Permanent accessory signs may be displayed at the entrance to residential developments, farms and ranches.
- B. Restrictions.
 - 1. Signs at the entrances of residential subdivisions shall be placed on lots designated as common area and dedicated to the Homeowner's Association as per the Final Plat.
 - 2. Signs are permitted at each entrance into the development, farm or ranch from each abutting street. The sign may be a single sign with two faces of equal size or may be two single-faced structures of equal size located on each side of the entrance. No face of the sign shall exceed 32 square feet in size and may be illuminated in a steady light only.
 - 3. When considering the placement of such signs, the Community Development Services department shall consider the location of public utilities, sidewalks and future street widening.
 - 4. The Community Development Services department shall ensure that such signs shall be maintained perpetually by the developer, the owner of the sign, a pertinent owners' association, or some other person who is legally accountable under a maintenance arrangement approved by the department. If no accountable person accepts legal responsibility to maintain the signs and no other provision has been made for the maintenance of them, the signs shall be removed by the developer or owner.

7.02.08 - Utility Signs

Public utility signs that identify the location of underground utility lines and facilities, high-voltage lines and facilities, and other utility facilities and appurtenances are permitted so long as they do not exceed three feet in height, and so long as the sign face does not exceed one-half square foot.

7.03.00 - ACCESSORY DWELLINGS

7.03.01 - Detached Accessory Dwellings in Residential Zoning Districts

- A. Purpose.
 - 1. The Purpose of this section is to ensure a wide variety of housing choices to city residents and allow opportunities for extended family living.
 - 2. This section provides for detached accessory dwellings, also called accessory apartments, guesthouses, mother-in-law suites, or similar low intensity second housing unit.
 - 3. The intent of this section is to ensure that the establishment of a detached accessory dwelling in a residential zoning district maintains compatibility of the area by minimizing or avoiding potential negative impacts from a secondary dwelling unit.
- B. Applicability. Accessory dwelling units are permissible in R-1, R-2, R-3 and ~~MX-NC~~ MU when established in compliance with the standards set forth in this section.
- C. No more than one (1) accessory dwelling shall be established on any lot, parcel or tract of land.
- D. Standards for a detached accessory dwelling.
 - 1. A detached accessory dwelling shall not be allowed on a property where the principle structure is a mobile home, trailer, or of any construction that is not a site-built structure.
 - 2. A detached accessory dwelling shall be held to and reviewed against all applicable building codes, fire codes, and life safety codes required for any new construction dwelling unit.
 - 3. Any detached accessory dwelling shall comply with all site development standards for principle dwelling structures required by the zoning district, with the following exceptions:

- a. Detached accessory dwellings may be placed according to the standards for Accessory Buildings in section 7.01.02.
- b. Detached accessory dwellings may be less than 20 feet in width.
- 4. Design standards, roof style and materials, and architectural style of the detached accessory dwelling shall be consistent with the principle dwelling and be built in accordance with the Florida Building Code, Residential.
- 5. One (1) additional parking space shall be provided. Where on-street parking is established for the neighborhood, on-street parking may be counted to meet this requirement.
- 6. A detached accessory dwelling shall not exceed 900 square feet or forty (40) percent of the total living area of the principle dwelling on the site, whichever is greater.
- 7. The existence of a detached accessory dwelling shall not be construed to allow for additional accessory structures on any lot, parcel, or tract of land beyond the number and type of accessory structures permissible with the principle dwelling.
- 8. There shall be no additional signage to identify the detached accessory dwelling, other than the signage permissible for the principle dwelling.
- 9. There shall be no additional mailbox, exterior utility equipment, or other evidence of a detached accessory dwelling unit. A detached accessory dwelling unit shall not have separate metered utility service, except as otherwise provided in the Florida Building Code, Current Edition.

7.03.02 - Detached Caretaker/Security Dwellings (Accessory Dwellings) in Specified Nonresidential Zoning Districts

- A. Purpose. The purpose of this section is to provide for a detached dwelling unit as an accessory to commercial and industrial uses where such dwelling provides for security and caretaking of the principle use.
- B. Applicability. One (1) caretaker dwelling shall be permissible as an accessory structure in the C-1, C-2, and IN zoning districts.
- C. Standards.
 - 1. There shall be no more than one (1) detached caretaker dwelling unit per lot or business establishment, whichever is more restrictive.
 - 2. The caretaker dwelling shall be provided by the manager, owner or caretaker of the principle use.
 - 3. The detached caretaker dwelling shall only be located within a side or rear yard.
 - 4. The detached caretaker dwelling shall not exceed 900 square feet.
 - 5. The detached caretaker dwelling shall be included in calculations of maximum impervious surface coverage for the site.
 - 6. The detached caretaker dwelling shall not be located in any required buffer, landscaped area, easement, or stormwater management area.
 - 7. Two (2) parking spaces shall be provided, which may be shared with parking for the principle use.
 - 8. The caretaker dwelling shall comply with the setback and height standards applicable to the principle building.

7.04.00 - HOME OCCUPATIONS

Home occupations may be permitted as an accessory use in a lawfully established dwelling unit located in the R-1, R-2, R-3, and MU zoning districts. The standards for home occupations are intended to ensure compatibility with other permitted use and with the residential character of the neighborhood.

- A. The following and similar scope of uses shall be considered home occupations:
 - 1. An office, such as for professionals and general business.
 - 2. Instruction for teaching, such as, but not limited to, academic tutoring, performing arts, or fine arts, provided that no more than two (2) students are instructed at any one (1) time.
 - 3. Administrative or clerical support service, such as transcription, court reporting, stenography, notary public, or word processing, data entry or addressing services.
 - 4. Authors, composers, or creators of intellectual property.
 - 5. Telephone answering services.
 - 6. Beauty salons, barber shops, nail technicians, or similar personal service, limited to one (1) chair or station.

7. Similar uses: An interpretation that a use is similar shall be based on the activities and low level of impact normally associated with the proposed use and similarity of those activities and impacts with those of a listed use.
- B. The following uses are specifically prohibited as home occupations:
1. Appliance and motor repairs (small or large).
 2. Automotive, vehicle, or watercraft repairs.
 3. Florist.
 4. Veterinary clinic.
 5. Medical office accompanied by patient foot traffic for a doctor, dentist, or other medical practitioner.
 6. Repair of radios, televisions, computers, CD or DVD players, or other similar equipment.
 7. Any occupation involving hazardous materials.
 8. Restaurants.
 9. Any other occupation that does not meet the standards set in 7.04.00.
- C. All home occupations shall comply with the following standards:
1. A home occupation shall be required to have a City Business Tax Receipt (BTR). There shall be one (1) BTR for each business conducted in the dwelling.
 2. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes and shall not change the residential character of the structure.
 3. Not more than twenty-five (25) percent of the habitable floor area of the dwelling unit shall be used in the conduct of the home occupation in R-1, R-2, or R-3. MU may have up to thirty-five (35) percent of the habitable floor area of the dwelling unit for the home occupation.
 4. There shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such home occupation including outside storage or signs pertaining to the home occupation. However, one (1) unlighted nameplate, not more than one (1) square foot in area, may be attached to the front wall of the dwelling unit identifying the name of the business which constitutes the home occupation.
 5. No home occupation shall be conducted in any accessory building, except for the permissible parking of vehicles in a garage or carport.
 6. No open storage of equipment shall be permitted except that which is of a quantity and configuration normally used for purely domestic purposes.
 7. The home occupation shall not generate noise, vibration, glare, fumes, odors, or electrical interference to adjacent properties.
 8. Up to two (2) passenger vehicles, which may be commercially marked, are permissible in association with the home occupation. All permissible vehicles shall be parked within a lawful garage, lawful carport, or on the driveway. However, vehicles with a primary purpose of commercial use are prohibited; such vehicles include well-drilling trucks, tow-trucks, cement mixers, semi-trailers, tractors, refrigerated trucks or vans, graders, or other earth moving equipment. Lawn equipment trailers and similar vehicles are permissible provided that they are screened from public view and limited to one (1) per dwelling. Taxi cabs may be permissible, provided that all such vehicles can be parked within a garage, or carport, or on the driveway.
 9. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood. The basis for evaluating traffic generated shall be data available from the Institute of Transportation Engineers.
 10. Any need for parking generated by the conduct of such home occupation shall be met by the parking areas serving the residential use, such as the driveway, garage, or carport. No vehicle shall block access to the driveway, pedestrian movement on a sidewalk, or be parked in public right-of-way.

7.05.00 - SUPPLEMENTAL STANDARDS FOR SPECIAL EXCEPTION USES

7.05.01 - Generally

- A. Special exception uses are specific uses allowed in specific zoning districts, with certain supplemental standards required of each special exception use, as described in this section.
- B. Uses referenced here from Table 4.06.00 - Permissible Uses in Each Zoning District are specifically not allowed in the Downtown Overlay District.
- C. The following supplemental standards are adopted alongside each special exception use.

7.05.02 - Pharmaceutical Sales

- A. Stores manufacturing selling, leasing or renting pharmaceutical equipment, supplies and consumables, including prescription and non-prescription medicines and holistic medicine supplies, and Medical Marijuana Treatment Centers licensed by the State of Florida, provided the following requirements are met:
1. Minimum Lot Size Requirements. The minimum required lot size is 32,670 square feet.
 2. Building Size Requirements
 - a. Floor Area. The minimum building size is 2,500 square feet floor area. See Chapter 2 for definitions.
 - b. Floor Area Ratio. The maximum building size is limited by a floor area ratio of 0.10. The "floor area ratio" of the building on any lot is the floor area of the building on that lot divided by the area of such lot.
 3. Minimum Yard Requirements. The minimum required front, side and rear yards shall meet the requirements of the C-2 zoning district.
 4. Minimum Off-Street Parking and Loading Requirements; Location. The parking and loading requirements shall be as follows:
 - a. One space for each 150 square feet of floor area of the retail and office space, plus one space per employee on the largest staffed shift. When calculation of the number of required parking spaces results in a fractional number, a fraction of less than one-half shall be disregarded and a fraction of one-half or more shall be rounded to the next highest whole number. Employee parking shall be designated by permanent signage.
 - b. Provisions for off-street loading and number of required berths shall be made in accordance with Chapter 8 of this code. On-street loading or unloading is prohibited. Loading areas shall not obstruct pedestrian pathways.
 - c. Parking spaces shall meet the minimum size set forth in Chapter 8.
 - d. All driveways, access aisles and parking spaces shall be surfaced in paver bricks, concrete or asphalt. Wheel stops are required for each parking space.
 - e. Parking and loading spaces are prohibited in landscape buffers, easement areas, and right of way areas.
 - f. The provision of parking spaces and passenger loading areas for persons who have disabilities is governed by Chapter 553, Florida Statutes.
 - g. All required parking shall be provided on the same lot or project as the principal use. The location of required parking spaces shall not interfere with normal traffic flow or with the operation of queuing and backup areas. A minimum queuing distance of 25 feet is required between the property line and the first parking space.
 - h. Off-site parking shall not be used to determine compliance with minimum parking spaces set forth in this section.
 - i. A minimum of ten percent of the required parking spaces shall be located at the side or rear of each building it is intended to serve. A public pedestrian walk shall connect all parking areas to a facility entrance. Such pedestrian access way shall be a minimum of four feet in width, clearly marked, well lit, and unobstructed.
 5. Number of Structures. Only one structure may be located on the parcel.
 6. Landscaping and Buffering. Chapter 6 of this code applies to the uses authorized as special exceptions.
 7. Site and Development Plan Review. Site and development plan review shall be required.
 8. Outdoor Refuse Collection and Storage Areas. No outdoor refuse collection or storage area shall be located in a street yard, and all such areas shall maintain a minimum setback of ten feet from any lot line and shall be enclosed and on a paved or concrete surface.
 9. This use is not allowed in the Downtown Overlay District.

7.05.03 - Recreational Camps

- A. Recreational camps are allowed by special exception in the MU, C-1, C-2 and E districts in accordance with the following standards.
- B. For purposes of this subsection, "Recreational camp" or "Recreational camps" means one or more buildings or structures, tents, trailers, or vehicles, or any portion thereof, together with the land appertaining thereto,

established, operated, or used as living quarters for one or more resident or transient members of the public and designed and operated for recreational or other non-profit purposes.

- C. The minimum lot area within the MU, C-1, C-2 or E districts shall be 40 acres.
- D. Recreational camps in the E districts may only be allowed in accordance with an approved management plan. The management plan shall be prepared at the expense of the applicant by a person or persons qualified in the appropriate fields of study and conducted according to professionally accepted standards. At a minimum, the management plan includes the following:
 - 1. Description of goals and objectives based on type of natural resources to be managed;
 - 2. Description of all proposed uses, including existing and any proposed physical and access improvements;
 - 3. Description of prohibited activities, such as mowing in wetland buffers, or removal of native vegetation in protected habitat areas;
 - 4. Descriptions of ongoing activities that will be performed to protect, restore, or enhance the natural resources to be protected. This may include:
 - a. Removal or control of invasive vegetation and debris;
 - b. Replanting with native vegetation as necessary;
 - c. Provision for listed species habitat needs, including restricting, at appropriate times, intrusions into sensitive foraging, breeding, roosting, and nesting areas;
 - d. Fencing or other institutional controls to minimize impact of human activities on wildlife and vegetation, such as predation by pets;
 - e. Prescribed burning, thinning, or comparable activities performed in an environmentally sensitive manner to restore or maintain habitat;
 - f. Cooperative efforts and agreements to help promote or conduct certain management activities, such as cleanups, maintenance, public education, observation, monitoring, and reporting;
 - g. Any additional measures determined to be necessary to protect and maintain the functions and values of conservation areas in conjunction with wildfire mitigation;
 - h. Set of schedules, estimated costs, staffing requirements, and assignments of responsibility for specific implementation activities to be performed as part of the management plan, and identification of means by which funding will be provided;
 - i. Performance standards with criteria for assessing goals and objectives;
 - j. Five-year monitoring plan with schedule and responsibility;
 - k. Ownership and party responsible for management activities;
 - l. Provision for changes to be reviewed and approved by the City; and
 - m. Contingency plans for corrective measures or change if goals not met, and recognition of City enforcement authority.
 - 5. The maximum density of cabins, lodges and/or tent campsites shall not exceed one per five acres. Density shall be calculated as gross density and include all land area exclusive of major water bodies starting at the high water mark.
 - 6. Cabins or lodges shall comply with the Florida Building Code and must contain a minimum of 250 square feet of floor space up to a maximum of 2,500 square feet of floor space, with a maximum occupancy of 10 per cabin or lodge. Use of mobile homes or recreational vehicles for lodging is prohibited.
 - 7. A single permanent residence is allowed.
 - 8. All structures, cabins and tent sites shall be setback a minimum of 200 feet from the property line.
 - 9. Vehicular access shall be from a paved public roadway.
 - 10. A unified plan for water distribution and wastewater disposal meeting the requirements of the Health Department shall be provided as part of any application for a recreational camp.
 - 11. Sanitary facilities including showers, toilets, and sinks shall be provided. Potable water from a municipal water supply shall be used for such sanitary facilities, unless the facility is served by a private well registered, approved and tested by the Department of Health as a limited use public water system.
 - 12. Recreational camps for five or more members of the public as defined in Section 513.01, Florida Statutes, are subject to the provisions of Chapter 513, Florida Statutes and shall not be permitted as a special exception unless the Department of Business and Professional Regulation has issued a permit for such activity and such permit remains valid and current at all times and such property meets every provision of this section not in conflict with the requirements of Chapter 513, Florida Statutes.

13. Any violation of this section, including a property owner's operating or allowing unpermitted recreational camps shall be punished as provided for in section 1-11 of the City Code and each day that such condition continues is regarded as a new and separate offense.

7.05.04 - Recreational Vehicle Parks

- A. Recreational vehicle parks ("RV Parks") are allowed by special exception in the MU, C-1 and C-2 zoning districts in accordance with the following standards.
- B. Definitions.
 1. "RV Park" or "RV Parks", for purposes of this subsection, means one or more buildings or structures, tents, trailers, or vehicles, or any portion thereof, together with the land appertaining thereto, established, operated, or used as living quarters for one or more resident or transient members of the public and designed and operated for profit.
 2. "Unit" or "Units" means one trailer or one vehicle used as living quarters for one or more resident or transient members of the public.
 3. "Tent" or "Tents" means a portable shelter of cloth or other material, whether designed for camping or fabricated for some other purpose, used for storage or as living quarters for one or more resident or transient members of the public.
- C. Minimum lot size and density. The minimum lot size and density for RV Parks shall be as follows:
 1. If the parcel is accessed directly from a multi-lane or arterial road as defined in the City of Crestview Comprehensive Plan, the minimum lot size shall be 2.5 acres and the maximum allowable density shall be 18 units per acre, with a maximum of one tent per 25 units.
 2. If the parcel is accessed directly from a collector road as defined in the City of Crestview Comprehensive Plan, the minimum lot size shall be 5 acres and the allowable density shall be 9 units per acre, and a maximum of one tent per 25 units.
 3. If the parcel is accessed from any road which is not an arterial or collector road as defined in the City of Crestview Comprehensive Plan, the minimum lot size shall be 15 acres and the allowable density shall be 6 units per acre, and a maximum of one tent per 25 units.
 4. Density shall be calculated as gross density and include all land area exclusive of major water bodies starting at the high water mark.
 5. For cabins or other permanent structures, the density, setback and other requirements of the zoning district in which the property is located shall apply.
 6. A single permanent residence is allowed.
 7. Cabins and other structures shall comply with the Florida Building Code and must contain a minimum of 250 square feet of floor space per occupant with a maximum capacity of 10.
 8. Use of mobile homes for lodging is prohibited, except that one mobile home may be located onsite for an office, resident manager or security watchman if a permanent residence is not located on the property.
- D. Vehicular access shall be from a paved public roadway.
- E. A unified plan for water distribution and wastewater disposal meeting the requirements of the Health Department shall be provided as part of any application for a recreational camp.
- F. Sanitary facilities including showers, toilets, and sinks shall be provided. Potable water from a municipal water supply shall be used for such sanitary facilities, unless the facility is served by a private well registered, approved and tested by the Department of Health as a limited use public water system.
- G. Any violation of this section, including a property owner's operating or allowing unpermitted recreational camps shall be punished as provided for in section 1-11 of the City Code and each day that such condition continues is regarded as a new and separate offense.

7.05.05 - Telecommunications Antennae and Towers

Each applicant requesting a building permit for the location of communication towers and antennas shall meet the following at the time of application.

- A. Federal approvals. All communication towers must meet or exceed current standards and regulations of the Federal Aviation Administration (FAA), Federal Communication Commission (FCC), and any other agency of the Federal government with the authority to regulate communication towers and antennas. The applicant shall

submit copies of all FAA, FCC, Eglin Air Force Base, Hurlburt Field, Okaloosa Regional Airport and FDOT approvals, whichever is/are applicable.

- B. Design. The applicant shall submit the communication tower design plans which shall be designed by an engineer licensed in the State of Florida in accordance with the building code requirements of the City. The design shall show the access that is provided for inspections. Communication towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color, so as to reduce visual obtrusiveness. Dish antennas will be of a neutral, non-reflective color with no logos.
- C. Safety fall zone. Applicants shall submit a report by an engineer licensed in the State of Florida of the safety fall zone of the specified communication tower. The safety fall zone shall be measured from the base of the communication tower to any property line. Communication towers shall be designed to collapse within the lot lines in case of structural failure.
- D. Co-location.
 - 1. The applicant shall submit a certification from an engineer licensed in the State of Florida that the communications tower has been designed to accommodate co-location. If the communication tower cannot accommodate co-location, then the engineer should certify the reason(s) it cannot accommodate additional antennas.
 - 2. The applicant shall submit a plan for co-location, providing for at least three (3) other providers, with local government needs considered. If co-location is not possible, the applicant shall provide evidence as to the reason(s) it is not possible to meet this requirement.
 - 3. The applicant shall commit to ensuring that each antenna owner will comply with Federal, State, and local regulations.
 - 4. Each antenna owner shall have an approved building permit prior to erecting the antenna on the communication tower. The applicant shall show that the antenna will not extend more than ten (10) feet horizontally beyond the vertical plane of the edge of the communications tower and will not project above the existing communication tower structure's approved height.
- E. Setback. The applicant shall submit a site plan showing a minimum of one-half ($\frac{1}{2}$) the tower height plus fifty (50) feet between the base of the communication tower and any residential property line, otherwise a distance equal to the safety fall zone between the base of the communication tower and any nonresidential property.
- F. Buffer. The applicant shall submit a plan showing:
 - 1. An eight (8)-foot high fence or wall, with access by a locked gate only, around the base of the communication tower or the property as required by the FCC. The fence or wall shall be equipped with an appropriate anti-climbing device.
 - 2. A minimum of a five (5)-foot landscaping buffer, consistent with the requirements of Section 4.08.05 installed around the entire perimeter of the fence or wall. Additional landscaping may be required if deemed necessary to provide a buffer between the communication tower and adjacent residentially zoned properties. This requirement may be waived by the Development Administrator if the base of the communication tower is a minimum of 500 feet from all property lines.
- G. Signage. The applicant shall submit a sign plan showing:
 - 1. That no portion of the communication tower will be used for advertising purposes, including a company's name;
 - 2. That the party responsible for the operation and maintenance of the facility, its address, and telephone number is provided; and
 - 3. That all security or safety signs required by Federal, State, or local regulations are provided.
- H. Lighting. The applicant shall submit a plan that shows the signals, lights, or illumination provided and the Federal, State, or local rule, regulation, or requirement.
- I. Maintenance and inspections. The applicant shall submit a plan for inspections and maintenance of the communication tower so that it remains in good condition, order, and repair and that the same shall not menace or endanger the life or property of any person.
 - 1. The City may require FCC inspection reports and/or that the communication tower be inspected if there is reason to believe that the structural or electrical integrity of the communication tower is jeopardized. All certifications and inspections required herein shall be made by and at the sole cost of the provider, and certified and submitted to the City.

2. The City and its agents shall have the authority to enter onto the property upon which a communications tower is located, upon reasonable notice to the owner, to inspect the communications tower for purposes of determining whether it complies with all applicable laws and regulations. All expenses relating to such inspections by the City shall be borne by the owner.
- J. Abandonment. The owner shall submit a plan for abandonment of the communication tower which shall include a copy of the notice to the FCC of intent to cease operations for each user of the communication tower and a plan to remove the communication tower within a minimum of 180 days after abandonment. Any communication tower or antenna that is not operated for a continuous period of twenty-four (24) months shall be considered abandoned, and the owner of each such communication tower or antenna shall remove same within 180 days of receipt of notice from the City notifying the owner of such removal requirement. Removal includes the removal of the tower, all tower and fence footers, underground cables, and support buildings. If there are two (2) or more users of a single communication tower, then this provision shall not become effective until all users cease using the communication tower.

7.05.06 - Manufactured Home Communities

- A. Manufactured Home Communities are allowed by special exception in the MU zoning district, in accordance with the following standards.
- B. Mobile homes, manufactured homes, or modular homes may be located within a manufactured home community. Such homes are not required to comply with the standards set forth in Section 6.01.02. The following standards apply to homes in manufactured home communities:
 1. In all cases, the Florida Building Code, Residential shall be complied with.
 2. The minimum width of each building shall be sixteen (16) feet.
 3. The minimum roof pitch shall be 3:12.
 4. The minimum roof overhang shall be twelve (12) inches.
 5. For dwellings elevated forty-eight (48) inches or less, the area beneath the home shall be enclosed by brick, concrete, wood, rock, vinyl or other material specifically manufactured for this purpose and shall enclose the space between the floor joists and the ground level, except for the required minimum ventilation and access. Such access shall remain closed when not being used for that purpose.
 6. All tongues, wheels, axles, transporting lights and other towing apparatus shall be removed from the site prior to occupancy.
 7. No home manufactured prior to June 15, 1976 shall be permitted.
 8. At each exterior door, there shall be a landing that is in accordance with the Florida Building Code, Residential.
- C. Each manufactured home community shall be limited to rental of lots or spaces. Where lots or spaces are intended to be sold, the subdivision standards set forth in Section 6.07.00 shall be met.
- D. The maximum parcel size shall be five (5) acres.
- E. The following setbacks shall be provided on the perimeter of the manufactured home community parcel:
 1. The front yard setback shall be a minimum of thirty-five (35) feet.
 2. The side yard setback shall be a minimum of twenty (20) feet.
 3. The rear yard setback shall be a minimum of twenty-five (25) feet.
- F. The impervious surface coverage standard shall be calculated for the manufactured community parcel as a whole.
- G. Perimeter landscaping shall be provided as set forth in Section 6.08.06.
- H. Individual lots or spaces for manufactured homes within a manufactured home community shall meet the following standards:
 1. Each lot or space shall be clearly defined.
 2. Each lot or space shall provide a individual utility connections.
 3. The minimum lot or space area shall be 4,000 s.f.
 4. The minimum lot or space width shall be forty (40) feet.
 5. Lots or spaces shall be located to provide a minimum of thirty (30) feet between adjacent manufactured home units and between a manufactured home unit and any other building within the manufactured home community. The separation shall be measured at the outermost point of each building.

- I. Each individual manufactured home lot or space shall include a driveway with at least two (2) parking spaces, designed and built in compliance with the Crestview Engineering Standards Manual.
- J. A manufactured home community may include one (1) building which may include administrative offices, social hall/community meeting space, self-service laundry, and equipment storage. Parking shall be provided for the building according to the standards set forth in Chapter 8.
- K. The entrance drive and internal streets shall be paved in compliance with the standards set forth in the Crestview Engineering Standards Manual.
- L. If any home in a manufactured home community is proposed to be replaced, the replacement home must be compliant with all requirements of this section, including all building requirements, separation requirements and parking requirements.

7.05.07 – Food Truck Sites

- A. Sites designated to maintain one or more stationary food truck spaces, which may or may not also include other site development features, such as parking, seating, or any other accessory and amenity structures are allowed with the following restrictions and/or requirements:
 - 1. Zoning. Food Truck Site developments are permitted in MU, C-1, C-2 and IN zoning districts.
 - 2. General site development requirements shall be the same as what is required for the underlying zoning district, with the following exceptions:
 - a. Food truck spaces and any additional structures shall be setback a minimum three feet from any side or rear property line when the development site is not within the Downtown Overlay District, or otherwise be setback the distance of any required landscape buffers.
 - b. Food truck spaces, and any additional structures shall be placed at least 5 feet from any other space or structure.
 - 3. Drive-thru service is prohibited.
 - 4. Minimum Parking Requirements; Location. The parking and loading requirements shall be as follows:
 - a. Two parking spaces required for each food truck space, except:
 - (1) If the development site is inside the Downtown Overlay District or On-Street Parking District.
 - (2) If the development site is within 250 feet of the Downtown Overlay District or On-Street Parking District.
 - (3) The applicant may provide a shared parking agreement from adjacent developments, where such shared parking does not impact the adjacent development's ability to meet their parking requirement.
 - b. The provision of parking spaces and passenger loading areas for persons who have disabilities is governed by Chapter 553, Florida Statutes.
 - c. Bicycle and pedestrian ways are required, to the standards of Section 8.05.00 of this code.
 - 5. Landscaping and Buffering. A landscaping plan is required to the following standards for landscaping and buffering, which supercede the general landscaping requirements in Chapter 6:
 - a. At least 50% of a given site area must remain open greenspace. A variety of trees, shrubs, bushes or other vegetation must be placed in greenspace areas.
 - b. When development abuts a property containing a one-, two- or three-family dwelling, a minimum required landscaped buffer of seven and one-half (7.5') shall be required. A greater sized buffer may be required by staff if deemed necessary to protect adjacent property from noise, lights, or other nuisance factors.
 - 6. Alcohol controls. If alcohol is to be sold on-site, controls are required as per the applicable state regulatory agency. The type, design, and appearance requirements of any required controls will be determined during the site plan review process.
 - 7. Utilities. A utility plan showing proposed location and design for water and sewer services, as well as location of any required grease traps shall be provided for each site.
 - 8. Outdoor Refuse Collection and Storage Areas. No outdoor refuse collection or storage area shall be located in a front setback area, and all such areas shall maintain a minimum setback of three feet from any lot line and shall be enclosed and on a paved or concrete surface.
 - 9. Food trucks housed on approved food truck sites are required to have a City BTR but are not required any other City permits.

10. Any noise-generating activity present on the food truck site is subject to the noise regulations in Sec. 30-1 of the Code of Ordinances.
11. Restrooms. Restrooms are required as part of a food truck site, except when public restroom facilities are available within 250 feet of the development site.
12. Site and Development Plan Review.
 - a. For new developments on vacant or unimproved property, a development order is required as per the procedures set in Chapter 3 of this code.
 - b. For modifying existing site developments to add the food truck site use, or add food truck spaces, an administrative permit is required as per the procedures set in Chapter 3 of this code to determine compliance with the requirements of this section.
 - (1) Proposed food truck sites on existing developed sites shall not cause any additional impact to city services (water, sewer, stormwater, etc.) outside of the impacts approved for the the original development order issued.
 - (2) Proposed food truck sites on existing developed sites shall not cause the site to become non-compliant with the site requirements of the original development order issued (parking count, traffic flows, pedestrian ways, etc.).

7.05.08 – Townhouses

- A. A townhouse is a multi-story single-family dwelling unit attached horizontally to at least one (1) dwelling unit, in a building containing at least three (3) units by a common wall that meets the appropriate standards of the Florida Building Code and any applicable fire codes.
- B. Townhouse buildings shall sit across multiple lots, with each aforementioned common wall sitting on top of and parallel to the side property lines. Setback requirements shall apply as per the zoning district as the townhouse building relates to the outermost property line for a given project.
- C. Townhouses and townhouse developments are allowed in the R-3 and MU zoning districts.
- D. Requirements for townhouse developments
 1. The minimum lot area for an individual townhouse unit is 700 s.f.
 2. The minimum lot width for all individual townhouse units is twenty (20) feet.
 3. Townhouse buildings shall be separated a minimum distance of ten (10) feet.
 4. A six (6) foot tall fence shall be provided where a townhouse development abuts a property currently used for single-family or duplex development. The finished side of the fence shall face outward. No fence is required where an alley separates the townhouse development from the single-family or duplex development. Each portion of the fence shall be the property of the owner of the townhouse lot on which it is located; such owner is responsible for maintenance of that portion of the fence.
 5. There shall be a maximum of ten (10) individual townhouse units within one (1) structure.

7.06.00 - TEMPORARY USES

7.06.01 - Temporary Vendors

- A. Applicability. Itinerant vendors conducting retail sales or displays are permissible as a temporary use in the MU, C-1, C-2 and IN zoning districts, in accordance with the standards of this section.
- B. Unless otherwise specified, temporary uses subject to this section shall not exceed fifteen (15) days in any one (1) month.
- C. Temporary vending permits expire one (1) year after approval.
- D. A temporary vending permit shall be required for any temporary vendor operating within the City limits of Crestview.
- E. Applicants must also provide the following along with their application for the temporary vending permit:
 1. Copies of all applicable state licenses.
 2. Written permission from the property owner and the business owner of the site on which temporary vending is proposed.
 3. A site plan indicating the following:
 - a. The location of all existing and proposed structures on-site.

- b. The structural dimensions and locations in relation to property lines,
 - c. The zoning district setback lines,
 - d. Locations of any temporary sanitary facilities (portable toilets) and waste disposal.
 - e. Parking areas,
 - f. Signage,
 - g. Means of ingress and egress for vehicular and pedestrian traffic,
 - h. Any additional information necessary to portray the property and proposed use,
 - i. A description of the proposed use
- 4. Insurance
 - a. Proof of general liability insurance, in a form acceptable to the City, protecting the applicant from all claims for damages to property or bodily injury, which may arise from operations under or in connection with the vendor's activity.
 - b. A signed and notarized hold-harmless agreement.
- F. Temporary Auto Sales.
 - 1. Temporary vending involving the sale of automobiles is permitted under this section, provided the applicant for the temporary sale of automobiles shall have a permanent business location within the city limits of Crestview, and shall have a valid City Business Tax Receipt.

7.06.02 - Mobile Food Dispensing Vehicles

- A. Applicability. Unless otherwise specified, mobile food dispensing vehicles are allowed in the MU, C-1, C-2, or IN zoning districts ~~on any approved mobile food dispensing vehicle site, within an approved mobile food dispensing vehicle space, and~~ in accordance with the standards of this section.
- B. Any mobile food dispensing vehicle operating within the City of Crestview is required to have a City of Crestview Business Tax Receipt.
- C. Requirements for Mobile Food Dispensing Vehicles.
 - 1. Mobile food dispensing vehicles shall not sell alcohol unless specifically approved as part of a special event or other permit approved by the City. The alcohol-related restrictions of Chapter 6 of the City Code are applicable unless otherwise authorized by the City Code, or otherwise waived by the City.
 - 2. Except with the express written permission of the City during an authorized special event, hours of operation shall be limited between 7 a.m. and 10 p.m. The person in charge of the mobile food dispensing vehicle when in operation on the developed site must be present at all times during hours of operation.
 - 3. Mobile food dispensing vehicles selling or dispensing food to customers in a moving vehicle or otherwise engaging in drive-up sales is prohibited.
 - 4. A mobile food dispensing vehicle shall not be allowed to be located on any site upon which uncorrected code violations exist, or which is under citation for code violations, ~~even if said site is an approved mobile food dispensing vehicle site.~~
 - 5. The operation of a mobile food dispensing vehicle shall not create or cause nuisance conditions including, but not limited to, displaying flags or unauthorized signage, loud noises, visual glare, flashing or animated lights, shouting or amplified music or sound, excessive fumes or smoke, environmental hazards, and any vehicular or pedestrian hazard.
 - 6. Mobile food dispensing vehicles must not discharge waste, fat, oil, grease or such other similar substances from the vehicle. All such substances related to or generated from the vehicle shall be taken with the vehicle when the vehicle leaves the subject property.
 - 7. Mobile food dispensing vehicles must comply, as applicable, with the standards specified by Chapter 5k-4.002m Florida Administrative Code, and the U.S. Food and Drug Administrative 2001 Food Code as such codes may be amended from time to time. It is also prohibited and unlawful for a mobile food dispensing vehicle to fail to comply with all state and City traffic and parking, and stopping and standing laws, codes, ordinances, rules and regulations.
 - 8. A copy of the appropriate license(s) issued from the Florida Department of business & Professional Regulation (Division of Hotels and Restaurants) shall be maintained on the mobile food dispensing vehicle at all times along with a copy of a valid City Business Tax Receipt when the vehicle is in operation within the City, and shall be made available for inspection upon request by the City's law or code enforcement officers.

9. The property owner shall acknowledge that the property owner require compliance with all ordinances regarding solid waste disposal and must provide the vehicle access to solid waste collection on the subject property.
 10. The property owner shall acknowledge that the property owner require that the vehicle meet all applicable federal, state, and local statutes, regulations, laws, ordinances, rules and codes including, but not limited to, applicable land use and zoning requirements regarding the subject property.
 11. The property owner shall acknowledge that the property owner understands the regulations governing mobile food dispensing vehicles and will be held responsible, along with the vehicle owner, for any code violations.
 12. The property owner shall acknowledge that the property owner ensures that the property will be continuously maintained in a neat, clean and orderly manner, and that the mobile food dispensing vehicle shall be limited to operating as a temporary accessory use on the subject property.
 13. The subject property must be a developed site. The subject property must not be vacant or unimproved.
 14. Any proposed Mobile food dispensing vehicles must be within the site setback lines, as required by the zoning district
 15. Mobile food dispensing vehicles must not cover or otherwise render unusable any quantity of parking spaces that would cause the site to have insufficient parking for their primary use as required by Chapter 8 of the City Code.
 16. Mobile food dispensing vehicles must not obstruct or interfere with vehicular or pedestrian traffic, building access, fire lanes, crosswalks, driveways, fire hydrants, loading areas, stormwater drainage systems, or landscape buffers associated with the principle use.
 17. Outdoor dining areas are prohibited including, but not limited to, tables, chairs, booths, bar stools, benches, and standup counters, except if dining areas are allowed with express written permission of the City during an authorized special event.
 18. No additional signage shall be permitted on the proposed site related to the mobile food dispensing vehicle except as to signage permanently affixed and displayed on the vehicle.
 19. Amplified music or other sounds from any mobile food dispensing vehicle or from audio equipment installed on the proposed site by the property owner or person in charge of the vehicle for purposes of vending, attracting or encouraging the congregation of customers shall be prohibited.
 20. The grounds around any mobile food dispensing vehicle, and within any mobile food dispensing vehicle space shall be kept free of litter, trash, paper and waste at all times. Waste containers shall be provided, and all trash shall be taken with the vehicle when the vendor leaves or with the permission of the property owner, placed inside a commercial dumpster in use and located on the proposed site.
- ~~D. Mobile Food Dispensing Vehicle Site Requirements.~~
- ~~1. A mobile food dispensing site permit is required for any site proposed to house or hold any number of mobile food dispensing vehicles, to be reviewed by the Community Development Services Director or designee.~~
 - ~~2. Mobile food dispensing site permits shall expire one (1) year after approval.~~
 - ~~3. Application for a mobile food dispensing vehicle site permit must be made by the property owner or authorized agent.~~
 - ~~a. Authorized agents must include in their application a notarized agent authorization form signed by the property owner of the proposed mobile food dispensing vehicle site.~~
 - ~~4. Applicants must also provide the following along with their application for the mobile food dispensing vehicle site permit:~~
 - ~~a. A site plan indicating the following:~~
 - ~~(1) The location of all existing structures on site,~~
 - ~~(2) The proposed location of any Mobile Food Dispensing Vehicle Spaces,~~
 - ~~(3) The zoning district setback lines,~~
 - ~~(4) Locations of any temporary sanitary facilities (portable toilets) and waste disposal.~~
 - ~~(5) Parking areas,~~
 - ~~(6) Parking spaces to be affected by placement of proposed Mobile Food Dispensing Vehicle Parking Spaces~~
 - ~~(7) Means of ingress and egress for vehicular and pedestrian traffic,~~

- ~~(8) Any additional information necessary to portray the property and proposed use;~~
~~(9) A description of the proposed use~~
5. ~~Mobile food dispensing vehicle sites may be approved as a temporary use, in accordance with the following standards:~~
- ~~a. The property owner shall acknowledge that the property owner require compliance with all ordinances regarding solid waste disposal and must provide the vehicle access to solid waste collection on the subject property.~~
 - ~~b. The property owner shall acknowledge that the property owner require that the vehicle meet all applicable federal, state, and local statutes, regulations, laws, ordinances, rules and codes including, but not limited to, applicable land use and zoning requirements regarding the subject property including site plan requirements.~~
 - ~~c. The property owner shall acknowledge that the property owner understands the regulations governing mobile food dispensing vehicles and will be held responsible, along with the vehicle owner, for any code violations.~~
 - ~~d. The property owner shall acknowledge that the property owner ensures that the property will be continuously maintained in a neat, clean and orderly manner, and that the mobile food dispensing vehicle shall be limited to operating as a temporary accessory use on the subject property.~~
 - ~~e. The subject property must be a developed site. The subject property must not be vacant or unimproved.~~
 - ~~f. Any vehicle must be parked when in operation within an area on the property specifically authorized for mobile food dispensing vehicles, known hereby as a mobile food dispensing vehicle space. The requirements of such spaces are as follows:~~
 - ~~(1) Proposed mobile food dispensing vehicle spaces must not exceed an area of 300 square feet per space.~~
 - ~~(2) Each proposed mobile food dispensing vehicle space may only house one (1) mobile food dispensing vehicle.~~
 - ~~(3) Any proposed Mobile Food Dispensing Vehicle Spaces must be within the site setback lines, as required by the zoning district~~
 - ~~(4) Proposed mobile food dispensing vehicle spaces must not cover or otherwise render unusable any quantity of parking spaces that would cause the site to have insufficient parking for their primary use as required by Chapter 8 of the City Code.~~
 - ~~(5) Proposed mobile food dispensing vehicle spaces must not obstruct or interfere with vehicular or pedestrian traffic, building access, fire lanes, crosswalks, driveways, fire hydrants, loading areas, stormwater drainage systems, or landscape buffers associated with the principle use.~~
 - ~~g. Outdoor dining areas are prohibited including, but not limited to, tables, chairs, booths, bar stools, benches, and standup counters, except if dining areas are allowed with express written permission of the City during an authorized special event.~~
 - ~~h. No additional signage shall be permitted on the proposed site related to the mobile food dispensing vehicle except as to signage permanently affixed and displayed on the vehicle.~~
 - ~~i. Amplified music or other sounds from any mobile food dispensing vehicle or from audio equipment installed on the proposed site by the property owner or person in charge of the vehicle for purposes of vending, attracting or encouraging the congregation of customers shall be prohibited.~~
 - ~~j. The grounds around any mobile food dispensing vehicle, and within any mobile food dispensing vehicle space shall be kept free of litter, trash, paper and waste at all times. Waste containers shall be provided, and all trash shall be taken with the vehicle when the vendor leaves or with the permission of the property owner, placed inside a commercial dumpster in use and located on the proposed site.~~

E. Penalties.

1. Owners and operators of mobile food dispensing vehicles, and property owners on which such vehicles operate, shall be joint and severally liable for any violations of this section. The penalty provisions set forth in section 1-11 of the City Code shall apply to violations of this section.
- ~~2. In addition to the penalties authorized by subsection one (1), the Community Development Services director or designee may also suspend or revoke the property owner's mobile food dispensing vehicle site permit, as may be applicable, upon finding that a mobile food dispensing vehicle was operating on the~~

~~subject property in violation of this section. Prior to suspending or revoking the applicable mobile food dispensing vehicle site permit, the Community Development Services director or designee shall:~~

~~a. Afford the property owner notice of the violation(s) and a reasonable, informal opportunity to be heard regarding the violation(s);~~

~~b. Consider the property owner's past record of compliance with this section and related laws, and~~

~~c. Consider the degree of risk to public health, safety, and welfare arising from the alleged violation(s) in evidence.~~

~~3. The Community Development Services Director or designee's decision under subsection two (2) shall be rendered in writing and shall be deemed final.~~

~~4. Any mobile food dispensing vehicle site permit suspended or revoked pursuant to this subsection shall immediately be void and of no further use and effect to any person. If revoked, the property owner shall be prohibited from seeking subsequent Mobile Food Dispensing Vehicle Site permits for the subject property for a period of one (1) year from the date of the revocation.~~

~~5. The operation of a mobile food dispensing vehicle not in an approved mobile food dispensing vehicle space on an approved mobile food dispensing vehicle site (including if operated during a period of license suspensions or revocation) shall subject the owner of the property and owner of the vehicle and operator thereof to code enforcement action, civil action, or action as otherwise allowed by state law or the City Code.~~

CHAPTER 8

STANDARDS FOR TRANSPORTATION, ACCESS, PARKING AND LOADING

8.00.00 - PURPOSE AND INTENT

This chapter is provided to establish standards and requirements for the entire transportation system, including access, streets, bicycle ways, sidewalks, off-street parking, on-street parking, loading areas, stacking lanes for drive-thru situations, and transit.

8.01.00 - APPLICABILITY

All development and redevelopment shall be designed, constructed, and established in compliance with the standards set forth in this chapter.

All sections listed in this chapter shall comply with any specifications or requirements listed in the Crestview Engineering Standards Manual. In the case of conflict, the Crestview Engineering Standards Manual shall rule.

8.02.00 - STREETS, VISIBILITY, ACCESS MANAGEMENT, AND RIGHT-OF-WAY PROTECTION

A. Purpose.

1. The purpose of this section is to ensure a safe and efficient traffic circulation system, manage access, establish right-of-way widths for future transportation facilities, and prohibit encroachment of structures into existing rights-of-way.

B. Right-of-Way Requirements.

1. Minimum right-of-way requirements for new roadways are provided in Table 8.03.00-1
 - a. Any roadways not meeting the classifications below shall be constructed consistent with Crestview Engineering Standards Manual, Okaloosa County Public Works, Florida Department of Transportation, or other relevant authority having jurisdiction.

Table 8.02.00 - Minimum Right-Of-Way Requirements

Street Type	Standard Section (feet)
One way street	30
Dead end less than 30 units	40
2-lane local / subdivision	50
2-lane collector	60

2. Use of Rights-of-way.

- a. Construction in a public right of way requires a development order or administrative permit issued as set forth in the procedures of Chapter 3.
- b. Encroachment shall not unreasonably restrict the public use of the right-of-way.
- c. No person shall willfully obstruct any portion of the right-of-way for a new roadway.
- d. The following uses of a public road are specifically permissible and are not a violation of this section:
 - (1) The improvement of a public road by the owner of a property adjacent to the public road with landscaping, shrubbery, or grass consistent with the use of the public right-of-way for road purposes, with approval from Public Services.
 - (2) Parking motor vehicles on that portion of public road not used as traffic lanes if not otherwise prohibited.
 - (3) The replacement or maintenance of existing utility facilities.
- e. No person shall remove grass, earth, or sand from, or dig up, any street, or deposit material of any kind on any street or right-of-way, without City authorization.

C. Visibility.

1. Visibility requirements are discussed and outlined in the Crestview Engineering Standards Manual. In all cases where visibility is or could be an issue, the Public Services Director shall have the final authority.

8.03.00 - ACCESS MANAGEMENT

Street arrangement and layout shall meet the following standards.

- A. The arrangement, character, extent, width, grade and location of all streets shall be consistent with the existing street network, and with the Crestview Engineering Standards Manual, Current Edition.
- B. The arrangement of streets shall either:
 - 1. Provide for the continuation or appropriate projection of existing planned or platted streets in surrounding areas; or
 - 2. Conform to a plan for the neighborhood approved or adopted by the City to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impractical.
- C. In a subdivision of 50 or more lots there shall be at least two connections made to an existing public street or right of way.
 - 1. If such conditions exist that preclude this possibility (such as wetlands or existing developments with no existing connection), then the streets should be laid out in a configuration to provide a means of ingress and egress to as many lots as can be accommodated.
 - 2. The Community Development Services Director shall have the final approval authority on all street layout designs.
 - 3. If a connection is made to an existing right of way with no existing roadway, then a Memorandum of Understanding shall be developed between the City and the developer to provide physical access through said right of way.
- D. When a project site abuts two (2) or more City Streets, access shall be from the city street with the lower functional classification. Where the City determines that other access standards preclude placement of a drive on the street with the lower functional classification, an alternate design may be approved.
 - 1. When the development abuts on a City street and a State Highway, the primary connection shall be made to the City street. A right in - right out only connection may be made on the State Highway with FDOT approval.
- E. The separation between access points on State-maintained roads shall be in accordance with the Florida Department of Transportation (FDOT) rules. On roads that are not maintained by the State, the separation between access points onto arterial and collector roadways, or between an access point and an intersection of an arterial or collector with another road, shall be as shown in Table 8.03.00.

Table 8.03.00 - Access Separation

Functional Class of Road	Distance between access points (feet)
Minor collector	20
Major collector	100
Minor arterial	150
Major arterial	200

- F. The distance between access points shall be measured from the centerline of the proposed driveway or roadway to the centerline of the nearest adjacent roadway or driveway.

8.04.00 - STREET ACCESS AND DRIVEWAY DESIGN REQUIREMENTS

- A. All ingress and egress driveways onto a City street shall be located to allow the greatest degree of safety to both pedestrian and vehicular traffic on a City street. All proposed development must meet these standards for vehicular access and circulation:
 - 1. Access design shall ensure that an entering standard passenger vehicle will not encroach upon the exit lane of a two-way driveway.
 - 2. Access design shall ensure that a right-turning exit vehicle shall be able to see only the first through traffic lane available without encroaching into the adjacent through lane.
 - 3. There shall be sufficient onsite storage to accommodate queued vehicles waiting to park or exit without using any portion of the street right-of-way or in any other way interfering with street traffic.

4. Number, location, and separation requirements for driveways. Driveways shall be designed to adequately accommodate the volume and normal character of vehicles anticipated to be attracted to the development.
 - a. The number of driveways shall be determined by existing site conditions and ensuring safe and efficient access and use for both pedestrian and vehicular traffic on a City Street.
 - b. The edge of a driveway for all uses other than a single-family residential dwelling shall be located a minimum of seventy-five (75) feet from the right-of-way line of a street intersection.
 - c. The edge of a driveway for a single-family residential dwelling shall be located a minimum of twenty-five (25) feet from the right-of-way line of a street intersection.
 5. Where two (2) or more driveways connect a single development site to any one (1) City street, a minimum clear distance of fifty (50) feet, measured along the curb line of the proposed driveway curb radii, shall be provided.
 6. The edge of a driveway for uses other than a single-family residential dwelling shall be located a minimum of twenty-five (25) feet from the proposed property line. Where a property line is the same as the right-of-way line referenced in 8.04.00(A)(4)(b), the minimum distance shall be the standards in 8.04.00(A)(4)(b).
 7. Opposing driveway intersections.
 - a. Opposing driveway intersections for uses other than a single-family dwelling shall be located directly across from each other along City streets.
 - b. If conditions prohibit locating a proposed driveway intersection directly opposite an existing or proposed driveway intersection along a City street, the offsets between the existing and proposed intersections shall be a minimum of one hundred fifty (150) feet.
 8. Driveways shall be located and designed to ensure that vehicles do not back onto any right-of-way, except for driveways serving a single-family dwelling in single-family developments and residential zoning districts.
- B. Driveway Design.
1. Depressed curbing may be required across driveway openings, in order to promote the continual flow of street stormwater runoff.
 2. Driveways shall intersect the City street at an angle as near ninety (90) degrees as site conditions permit, and in no case shall be less than seventy-five (75) degrees.
 3. All driveway aprons shall be paved from the existing or proposed edge of pavement back to the existing or proposed right-of-way line. Paving within this area shall comply with the City's paving specifications as set forth in the Crestview Engineering Standards Manual.
 4. Driveways located within a state or county right-of-way shall be designed in accordance with State or County Standards.

8.05.00 - BICYCLE AND PEDESTRIAN WAYS

- A. Bicycle and pedestrian ways shall be considered during the planning and development of on-site and off-site transportation facilities, including the connection and extension of existing bicycle and pedestrian ways on or serving State, regional, and local transportation systems.
- B. Bicycle Way Access and Connectivity.
 1. Bicycle lanes, paths, and other ways shall connect traffic generators and shall be located along a direct line, convenient for users.
 2. Bicyclists shall have equal access to all streets whenever possible and feasible.
 3. Within a neighborhood, lines shall be considered through cul-de-sacs, making use of greenways, utility rights-of-way, and other open ways.
 4. Bicycle ways shall be designed and constructed in compliance with the standards set forth in the Crestview Engineering Standards Manual.
- C. Sidewalks.
 1. The purpose of this section is to require sidewalks to be constructed in conjunction with all new development and redevelopment.
 2. Sidewalks are required along the street frontage of all lots where new development, redevelopment, subdivisions, or change of use is proposed.
 3. Where a sidewalk is already provided, but the sidewalk is in disrepair and/or does not meet current standards for sidewalk location, width, and construction, such sidewalk shall be brought up to current standards as part of the development or redevelopment of the lot.

4. Where no sidewalks exist, the developer will be required to include the addition of sidewalks as part of the proposed development, redevelopment, subdivision, or change of use.
5. Sidewalks shall be designed and constructed in compliance with the standards set forth in the Crestview Engineering Standards Manual.
6. Sidewalks located within a State or County right-of-way shall be designed in accordance with State or County standards.
7. Sidewalk width requirements are set forth in Table 8.05.00.

Table 8.05.00 - Sidewalk Width Requirements

Location	Minimum width (feet)
Arterial streets (major or minor)	8
Collector streets	6
All other streets	5

8. Location. All sidewalks shall be constructed along the width of yards fronting upon a street right-of-way. Corner lots at street intersections shall have sidewalks constructed to, extended to, and ramped up to the street pavement in compliance with Federal and State ADA requirements. Sidewalks shall be constructed in the street right-of-way with the rear edge on the front property line and shall be constructed in compliance with the standards set forth in the Crestview Engineering Standards Manual.
9. Developers shall be required to construct sidewalks along the width of common areas fronting upon a street right-of-way.
10. Internal sidewalks. Nonresidential and multifamily residential developments shall be responsible for providing an internal (on-site) sidewalk network. The internal sidewalk network shall connect buildings, parking areas and common open spaces to public sidewalks. Internal sidewalks shall be at least five (5) feet in width and may be located within landscape buffer areas to achieve connectivity.
 - a. Waiver. Sidewalk construction may be waived at the discretion of the Planning Administrator or their designee, if it is determined that the waiver request meets at least one (1) of the following criteria:
 - b. There are physical constraints which would make the construction of a sidewalks impossible or impractical. Such constraints shall include, but not be limited to, insufficient right-of-way, extreme grade problems, and when construction would have a significant negative impact on the natural environment.
 - c. There are roadway improvements scheduled within the upcoming year of the City's capital improvement plan which would result in construction activities that would destroy a significant portion of the sidewalk constructed by the developer.

8.06.00 - REQUIREMENTS FOR PARKING AND LOADING

8.06.01 - Generally

- A. All development and redevelopment shall provide off-street parking in compliance with the standards set forth in this section.
 1. Within the MU zoning district, parking facilities shall be provided and shared by all uses within a mixed-use development site.
 2. On-street parking spaces, spaces in municipal parking lots, and spaces in off-site private parking lots may be counted toward meeting the parking requirement for a development site. Standards for counting on-street, municipal, and private parking lot spaces are set forth in Section 8.06.05.
 3. In situations not addressed by Section 8.06.01(A)(1) and Section 8.06.01(A)(2), developments shall provide off street parking as set forth in Section 8.06.02.
- B. Limitation on use of parking facilities. Required off-street parking spaces, access driveway, and aisles shall not be used for any purpose other than vehicular parking. This prohibition applies to, but is not limited to:
 1. Storage of goods and equipment;
 2. Location of dumpsters and other refuse containers;

3. Location of goods and materials offered for sale;
 4. Storage of inoperable vehicles and equipment;
 5. Repair activities;
 6. Special events not approved by the City; and
 7. Any other activity that occupies the required spaces, drives and aisles on a temporary or permanent basis.
- C. Calculating the number of parking spaces.
1. The gross floor area of a building shall be used to calculate parking requirements.
 2. When the calculation results in a fraction, the result shall be rounded up to one (1) parking space.
 3. For places of assembly with open seating, such as benches or pews, the calculation of parking spaces shall be based on the occupancy as rated by the fire marshal.
 4. When a site is occupied by two (2) or more separate and individual uses, the parking spaces required shall be determined by a parking study according to the requirements for such study set forth in Section 8.06.06.

8.06.02 - Standards for Parking

- A. The minimum number of vehicular parking spaces and bicycle spaces are provided in Table 8.06.02.
- B. Parking spaces to meet Federal and State ADA requirements shall be provided in addition to the parking requirements set forth in Table 8.06.02

Table 8.06.02 - Parking Space Requirements

Use	Vehicle spaces (minimum)	Bicycle spaces (minimum)
Residential Uses		
Single-Family Dwelling	2 per unit up to 3 bedrooms, over 3 bedrooms add 1 space per bedroom	None
Multi-family Structure	2 per unit	1 per 10 parking spaces
Non-Residential Uses		
Public Assembly and Recreational Uses		
Churches, theaters, auditoriums, stadiums, and other public assembly	1 space per 3 seats of the principal public assembly room or area	1 per 10 parking spaces
Libraries and museums	1 per 500 s.f. of floor area	1 per 10 parking spaces
Community recreation center	1 per 300 s.f. gross floor area	1 per 10 parking spaces
Bowling alley	2 per lane	1 per 5 parking spaces
Miniature golf	2 per hole	1 per 5 parking spaces
Private clubs	1 per 300 s.f. gross floor area	1 per 10 parking spaces
Skating rink, ice or roller	1 per 300 s.f. gross floor area	1 per 5 parking spaces
Swimming pool, dance hall, exhibition hall	1 per 300 s.f. gross floor area	1 per 5 parking spaces
Schools		
Day care or nursery, dance, arts, etc.	1 per employee plus 1 off-street loading space per 8 students	1 per 10 parking spaces
Elementary or junior high	1 per 2 employees plus 1 per classroom	1 per 5 parking spaces
Senior high	1 per 2 employees plus 1 per 10 students	1 per 5 parking spaces

Use	Vehicle spaces (minimum)	Bicycle spaces (minimum)
College, trade or business school	1 per 300 s.f. gross floor area or 1 per 3 classroom seats, whichever is greater	1 per 10 parking spaces
Health Facilities		
Hospital	1 per 3 hospital beds plus 1 per staff doctor plus 1 per employee on largest shift	1 per 10 parking spaces
Nursing homes	1 per 6 patient beds plus 1 per employee on the largest shift	1 per 10 parking spaces
Medical and dental offices	1 per 300 s.f. gross floor area	1 per 10 parking spaces
Commercial and Office Uses		
Banks	1 per 300 s.f. plus 1 per employee on largest shift	1 per 10 parking spaces
Restaurant, sit-down and fast food	1 per 3 seats	1 per 10 parking spaces
Taverns, nightclubs and lounges	1 per 200 s.f. gross floor area	1 per 10 parking spaces
Offices other than medical/dental offices	1 per 300 s.f. gross office floor area plus 1 per business vehicle plus 1 per 1,000 s.f. of gross accessory storage area	1 per 10 parking spaces
Gasoline service stations	1 per employee on largest shift plus 1 per indoor service bay plus 1 per 300 s.f. gross floor area	1 per 10 parking spaces
Grocery or supermarket	1 per 300 s.f. gross floor area plus 1 per employee on largest shift	1 per 10 parking spaces
Convenience Store	1 per 300 s.f. of gross floor area plus 1 per employee on largest shift	1 per 10 parking spaces
Hotels and motels	1 per guestroom plus 1 space per 3 employees, plus any spaces required for accessory uses	1 per 10 parking spaces
Marina	1.5 spaces per berth. If marina contains boat ramp, at least 10 percent of spaces must be large enough to accommodate cars with trailers	1 per 10 parking spaces
Multi-tenant retail complex, <10,000 s.f. gross floor area	1 per 200 s.f. gross floor area	1 per 10 parking spaces
Multi-tenant retail complex, <10,000 s.f. gross floor area	1 per 200 s.f. gross floor area, plus 1 per each additional 250 s.f. over 10,000 gross floor area	1 per 10 parking spaces
Barber and beauty shops	1 per station plus 1 per employee	1 per 10 parking spaces
Bed and breakfast	1 per owner/manager plus 1 per sleeping room	1 per 10 parking spaces
Car wash, full service	1 per employee on largest shift plus 2 stacking spaces and 1 drying space per cleaning station	None

Use	Vehicle spaces (minimum)	Bicycle spaces (minimum)
Car wash, self service	2 stacking spaces and 1 drying space per cleaning station	None
Dry cleaning shop	1 per 300 s.f. gross floor area plus 1 per employee on largest shift	1 per 10 parking spaces
Self-storage/mini-warehouses	1 space per 5000 s.f. gross floor area plus 1 per employee on largest shift	1 per 10 parking spaces
Other general business, retail, department stores or personal service establishment	1 per 300 s.f. of gross floor area plus 1 per employee on largest shift	1 per 10 parking spaces
Warehousing and Industrial Uses		
Warehouse	1 per 5,000 s.f. gross floor area	1 per 10 parking spaces
Extraction uses	1 per employee on largest shift	None
General Industrial	1 per 1,500 s.f. gross floor area	None

8.06.03 - Standards for Parking Lot Design

- A. All off-street parking lots, other than single-family and duplex dwellings, shall be designed to meet the following standards:
1. Parking and loading areas, access aisles, pedestrian walkways, landscaping, and open space shall be designed as integral parts of an overall development plan and shall properly relate to existing and proposed buildings.
 2. For uses that involve the sale, repair, rental, or storage of vehicles, required off-street parking spaces shall be identified for customers and distinguished from spaces used for the vehicles that are an integral part of the business activity onsite.
 3. The parking lot circulation system shall be contained on-site. Access from one section of the parking lot to another section of the parking shall be entirely on-site.
 4. When dead-end parking bays are included, adequate and safe areas shall be provided for backing and turning around.
 5. Driveways and access aisles shall be interconnected with all existing driveways and access aisles on abutting commercial properties. Where the abutting commercial property is not developed, driveways and access aisles shall be extended to the common property line, so that future interconnection is possible. Each party to the interconnection shall be entitled to a ten (10) percent reduction in the parking requirement. A cross-access easement agreement shall be provided and determined to be acceptable to the City. Upon approval, the easement agreement shall be recorded.
 6. A parking lot shall be designed to prevent backing onto a public right-of-way, other than an alley.
 7. Access to each parking space shall be directly from an access aisle or driveway; all required parking spaces shall be designed to permit entry and exit without moving any other vehicle. No spaces shall be located directly in aisles or driveways.
 8. All parking and loading spaces shall be striped or otherwise marked to indicate their location and area.
 9. No parking space shall block emergency access.
 10. Fire lanes shall be posted with appropriate signage, approved by the fire marshal.
 11. All parking spaces shall be delineated by striping or similar method.
- B. Parking lot design
1. The design and construction of a parking lot shall comply with the standards set forth in the Crestview Engineering Standards Manual.
 2. The dimensions of parking spaces and access aisles shall comply with the standards set forth in the Crestview Engineering Standards Manual.

3. Required design standards for required bicycle parking spaces and facilities are set forth in the Crestview Engineering Standards Manual.

8.06.04 - Standards for Loading Spaces

The required number of off-street loading spaces is shown in Table 8.06.04. The design and construction of off-street loading spaces shall comply with the standards set forth in the Crestview Engineering Standards Manual.

Table 8.06.04 - Off-Street Loading Space Requirements

Use	Required spaces (minimum)
Multifamily residential: over 20 units	1
Offices: up to 75,000 s.f.	1
Offices: each additional 25,000 s.f. over 75,000 s.f.	1
Theaters, auditoriums, stadiums, places of general assembly: up to 20,000 s.f.	1
Theaters, auditoriums, stadiums, places of general assembly: each additional 100,000 s.f. over 20,000 s.f.	1
Commercial uses: up to 30,000 s.f.	1
Commercial uses: each additional 20,000 s.f. over 30,000 s.f.	1
Industrial uses: per 10,000 s.f.	1
Schools, libraries, hospitals, nursing homes: per 100,000 s.f.	1

8.06.05 - Standards for Parking Off the Development Site

Developments may count parking spaces located off the development site in the following circumstances:

- A. The development parcel is in the Downtown Overlay District or On-Street Parking Area:
 1. On-street parking is available within 300 feet of the principal entrance of the building(s) to be served by parking. Distance shall be measured along the most direct walking route from the entrance to the parking area;
 2. An available municipal parking lot is located within 400 feet of the principle entrance of the building(s) to be served by parking. Distance shall be measured along the most direct walking route from the building entrance to the nearest entrance to the municipal parking lot. A municipal parking lot is available when it provides parking to the general area and is not intended to provide off-street parking to support a public or civic structure or use;
 3. A private off-site parking lot is available within 400 feet of the principal entrance of the building(s) to be served by parking. The parcel containing the private off-site parking lot shall be located on land zoned C-1 or MU. The off-site parking lot shall be provided by the owner of the development parcel to exclusively serve the development parcel. Or
 4. A private off-site parking lot is available within 400 feet of the principle entrance of the building(s) to be served by parking. The parcel containing the private off-site parking lot shall be located on land zoned C-1 or MU. The owner of the development parcel and owner of the parking lot shall enter into an agreement guaranteeing the availability of the parking spaces to be counted to meet parking needs of the development parcel. The agreement shall be a recordable instrument in a form acceptable to the City Attorney. The City shall be a party to the agreement and shall retain enforcement authority. The agreement shall contain covenants running with the lands of both the development parcel and the parcel containing the parking lot.

8.06.06 - Parking Studies

- A. The required number of parking spaces may be reduced based on the results of a parking study prepared in compliance with the standards of this section. The parking study shall be prepared by a traffic engineer, certified transportation planner, or other professional with expertise in parking.
- B. Parking spaces may be shared by two (2) or more adjacent uses when a parking study prepared in compliance with the standards of this section demonstrates that adequate parking will be available to meet all parking needs.
- C. The Planning Administrator may require a parking study when the characteristics of the proposed development is believed to require a greater or lesser number of parking and/or loading spaces than established by the standards of this section to demonstrate the amount of parking required.
- D. A parking study shall include estimates of the parking requirements based on one (1) of the following sources:
 - 1. Urban Land Institute;
 - 2. Institute of Traffic Engineers;
 - 3. American Planning Association;
 - 4. Traffic Institute; or
 - 5. A study of parking requirements prepared by a Traffic Engineer based on data collected demonstrating the actual parking needs of comparable uses. Uses shall be considered comparable based on type of use, density, or intensity of development, scale, bulk, and location. The study shall clearly document the location of parking counts, and the time of the counts (weekdays, weekends, peak use periods, and season).
- E. The parking study shall also include an analysis of the extent to which a transportation system management program and use of alternative forms of transportation lessen the parking requirement. The following factors shall be considered:
 - 1. Public transportation satisfies transportation demands for a portion of the users of the facility that corresponds to the amount of proposed parking reduction.
 - 2. The availability and estimated use of private and public ride sharing, such as carpools and van pools.
 - 3. The availability of subscription bus service.
 - 4. Parking charges.
 - 5. The guaranteed provision of annual employee or customer bus passes by the development occupying the development site.
 - 6. The implementation of guaranteed flexible work hour scheduling.
 - 7. The establishment of a transportation coordinator position to implement a carpool, van pool or other transit programs.
 - 8. The reduction in parking spaces corresponds to the percentage of residents, employees, and customers who regularly walk, use bicycles and other non-motorized forms of transportation, or use mass transportation to travel to the facility. Documentation of the source of this data shall be provided.
- F. The parking study may demonstrate a deferral of the provision of otherwise required parking spaces provided that the following standards are met:
 - 1. A parking plan is provided to demonstrate that sufficient space is available to meet the parking requirements set forth in Section 8.06.02.
 - 2. A parking plan is provided that illustrates the layout for the required number of spaces, designating the spaces to be deferred.
 - 3. Spaces proposed for deferral shall not be used for required landscaping, required buffers, required setbacks, or stormwater management.
 - 4. A parking plan shall demonstrate full compliance with all design requirements of this LDC, except for the design and construction of deferred spaces.
 - 5. The parking plan shall include a written agreement, in the form of a recordable instrument approved by the City Attorney, guaranteeing conversion of the deferred spaces to paved spaces in full compliance with the standards of this LDC, based upon the City's determination that the deferred spaces are necessary for the safety and welfare of the public. The City shall be a party to the agreement. The agreement shall include a requirement that the property owner shall be responsible for any expenses of a traffic and/or parking study to address the need for the deferred spaces.

6. The property owner may at any time request approval of a revised development plan to allow converting the deferred spaces to operable parking spaces.
- G. A parking study to support shared parking requirements shall meet the following standards:
 1. The parking spaces for joint use shall be located within 300 feet of the respective uses they are intended to serve.
 2. The study shall include sufficient data to demonstrate that the hours of maximum demand for parking at the respective uses do not normally overlap.
 3. The study shall contain sufficient information to demonstrate that the joint use of parking and subsequent reduction in the total number of otherwise required parking spaces will not have a negative impact on adjacent properties.
 4. The owner of parcels proposing to share parking shall enter into an agreement guaranteeing the joint access and use of the parking spaces to meet parking needs of all properties represented in the agreement. The agreement shall be a recordable instrument in a form acceptable to the City Attorney. The City shall be a party to the agreement and shall retain enforcement authority. The agreement shall contain covenants running with the lands of all parcels relying on the shared parking arrangement. The agreement shall include provisions for maintenance of the shared parking facility. The agreement shall also include provisions that address discontinuance of one (1) or more uses and a change in one (1) or more uses resulting in an increased parking need. The agreement shall contain covenants running with the lands of all development parcels relying on the shared parking arrangement.

8.06.07 - Standards for Stacking Lanes and Drive-Through Facility Lanes

- A. Stacking Space Requirements. All facilities providing drive-up or drive-through service shall provide on-site stacking lanes in accordance with the following standards:
 1. The amount of stacking space required is set forth in Table 8.06.07. Where a use that is not listed in this table is proposed to include drive-up or drive-through service, the Planning Administrator shall determine the stacking requirement. Determination shall be based on the requirements for a substantially comparable use, considering traffic generation, intensity of development, scale of development, and hours of operation.

Table 8.06.07 - Required Stacking Spaces

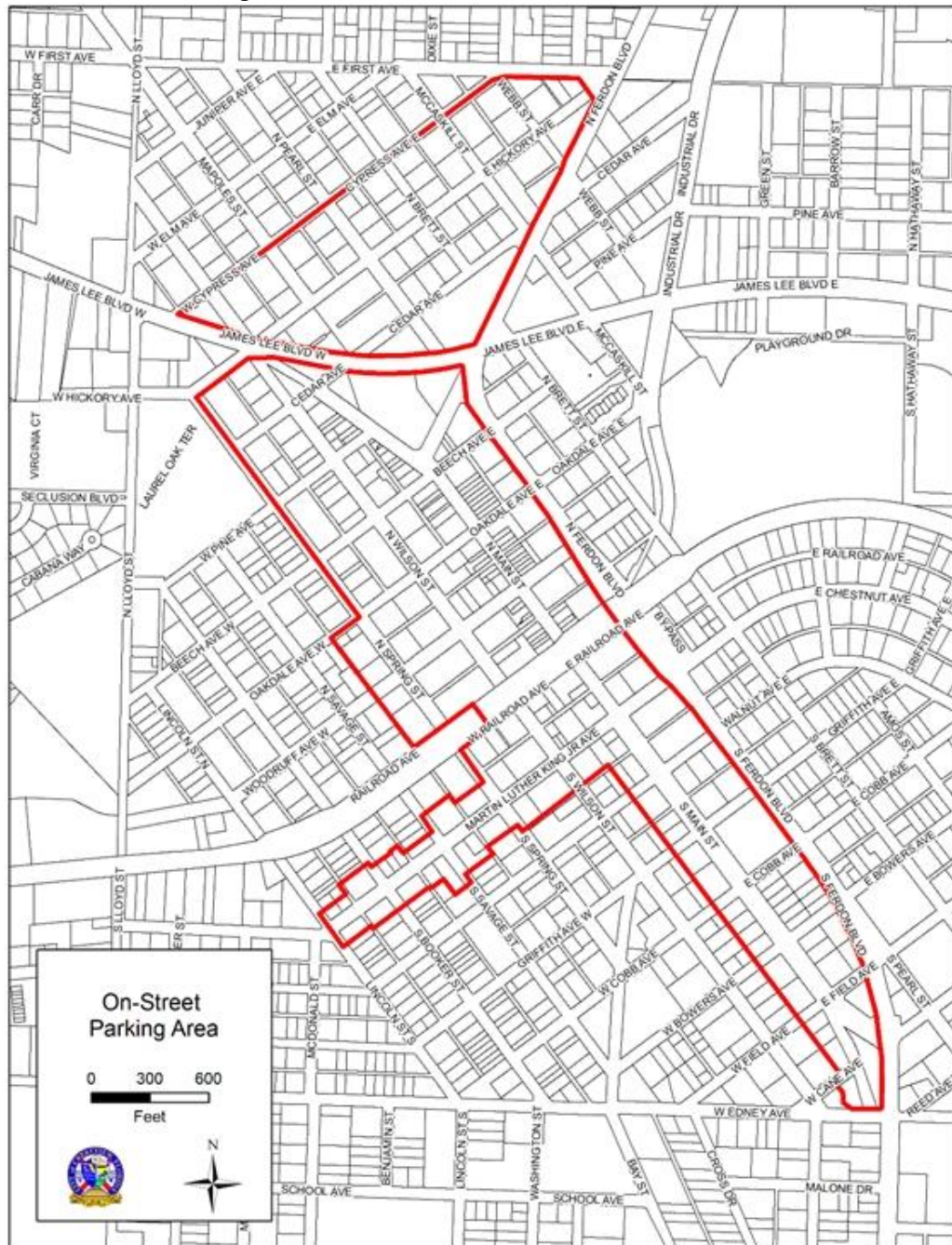
Use	Required spaces (Minimum)
Automobile repair facility	2 vehicles per service bay
Drug store or pharmacy	4 vehicles per lane
Financial institution	4 vehicles for the first lane and 2 vehicles per lane for each additional lane
Food or beverage center	4 vehicles per lane
Fast food restaurant	6 vehicles per lane

- B. Design Requirements for Stacking Lanes
 1. Stacking lane distance shall be measured from the service window to the property line bordering the furthest street providing access to the facility. Stacking distance shall be computed at eighteen (18) feet per vehicle.
 2. The facilities and stacking lanes shall be located and designed to minimize turning movements in relation to the driveway access to streets and intersections.
 3. On-site parking lots, pedestrian areas and drive-through lanes shall be designed to avoid pedestrians crossing drive-through lanes.
 4. Vehicular traffic from stacking lanes shall not encroach on the public right-of-way.
 5. A separate bypass lane around the drive-through facility shall be provided.
 6. Stacking lanes shall not be located within a designated delivery area or area designed for loading spaces.

8.06.08 - On-Street Parking Area

- A. Projects within the On-Street Parking Area are allowed to include any on street parking on an abutting right-of-way toward their parking requirement.
- B. In this area, on street parking can also be proposed as part of a development order or administrative permit, counting toward a property's parking requirement.
- C. In this area, all rights-of-way are included for allowing on-street parking with the exception of the Highway 85 and Highway 90 rights-of-way.
- D. See Figure 8.06.08 for the On-Street Parking Area Boundary.

Figure 8.06.08 - On-Street Parking Area



CHAPTER 9

VARIATIONS FROM STANDARDS IN THE LDC

9.00.00 - GENERALLY

The purpose of this chapter is to provide mechanisms for obtaining relief from the provisions of this LDC where hardship would otherwise occur. There are several ways that potential relief from hardship is addressed: potential relief through requirements regarding the use of and changes to nonconforming development; potential relief through the grant of a variance from the site development standards of this LDC; potential relief when an administrative decision is appealed; and potential relief when an administrative waiver is granted to modify certain site development standards of this LDC.

9.00.01 - Waiver of Standards Pertaining to Metal Buildings

The Community Development Services Director may approve a waiver of standards pertaining to metal building, provided the following standards are met.

- A. The proposed metal building shall be consistent with the character of the neighborhood within 500 feet of the site of the metal building.
- B. The metal building shall be designed to ensure compatibility with development in the zoning district in which it is proposed.
- C. The metal building and the site on which it is proposed are designed to minimize potential detrimental impacts on properties within 500 feet of the development site. The determination that potential detrimental impacts are minimized shall be based on the following:
 - 1. Proposed architectural design of the metal building;
 - 2. Proposed placement of the metal building on the site and the relationship to open space on the site;
 - 3. Proposed fencing and screening; and
 - 4. Proposed landscaping.

9.01.00 - NONCONFORMING SITUATIONS

9.01.01 - Generally

- A. Purpose. It is the purpose of this section to address the continuation and potential modification of uses, structures, lots, and site features that meet the following conditions:
 - 1. A use, structure, lot, or site feature that was lawfully established and in compliance with regulations applicable to the use, structure, lot, or site feature at the time of establishment of such use, structure, lot, or site feature; and
 - 2. Such use, structure, lot, or site feature does not comply with the regulations set forth in this LDC.
 - a. This situation is called a nonconformity.
- B. It is the intent of the City to:
 - 1. Establish two (2) types of nonconformities: benign and detrimental;
 - 2. Allow continuation of nonconformities until such nonconformities are abandoned;
 - 3. Allow change of use of specified nonconformities;
 - 4. Allow modifications to specified nonconformities; and
 - 5. Eliminate or reduce detrimental nonconformities.
- C. It is further the intent of the City that the casual, intermittent, temporary, or illegal use of land, water, buildings, structures, characteristics of use, or any such use in combination shall not be sufficient to establish the existence of a nonconforming use to create rights in the continuance of such use.
- D. Maintenance. Normal and customary maintenance or repair of nonconforming lots, sites, and structures shall be allowed, provided that such maintenance or repair does not otherwise increase the extent of the nonconformity. Maintenance or repair shall be performed only to ensure safety and to prevent a nuisance.
- E. Relocation of nonconforming buildings or structures. A nonconforming structure shall not be moved, in whole or in part, to another location within the City, unless the lot, site, and resulting structure placement conforms in all respects to the standards and requirements of this LDC.

9.01.02 - Types of Nonconformities

- A. Benign nonconformities.
 - 1. A benign nonconformity exists when the degree of nonconformity does not result in a harmful or unsafe condition; a negative impact on public safety or health is not expected to occur due to the continuation or modification of a benign nonconformity. All conforming structures as of January 1, 2020 will be considered benign nonconformities.
 - 2. Only the following situations shall be considered benign nonconformities:
 - a. An encroachment into a required setback of less than ten (10) percent.
 - b. A lot area which is less than the minimum required by not more than ten (10) percent.
 - c. A lot width which is less than the minimum required by not more than ten (10) percent.
 - d. A building feature which is more than the maximum allowed by not more than ten (10) percent.
 - e. A front yard setback that fails to comply with the standards in this LDC due to road widening.
 - f. Provision of off-street parking that contains up to ten (10) percent fewer spaces than required by this LDC or through a parking study.
 - g. Impervious surface coverage in excess of maximum allowed.
- B. Detrimental nonconformities.
 - 1. Any use of land or structure that does not comply with the uses permissible in the applicable zoning district, as set forth in 4.06.00, shall be considered to be a detrimental nonconformity.
 - 2. Any nonconformity of a structure or site that is not identified as a benign nonconformity in Section 9.01.02.A shall be considered to be a detrimental nonconformity.

9.01.03 - Continuation of Nonconformities

- A. A benign or detrimental nonconformity shall be allowed to continue except as follows:
 - 1. The nonconformity is declared to be unsafe or unlawful.
 - 2. The nonconformity is declared to be a public nuisance.
- B. A detrimental nonconformity which is discontinued for a period of 180 consecutive days shall be considered abandoned.
 - 1. Such nonconformity shall not thereafter be reinstated.
 - 2. Any subsequent occupancy of such nonconformity shall be permissible only when such nonconformity has been brought into compliance with the requirements of this LDC.
 - 3. The removal of buildings, structures, equipment, or other aspects of such nonconforming use; the absence of a water utility service deposit or account; or the absence of a current business tax receipt shall be deemed to be prima facie evidence of the discontinuance of a nonconformity.
 - 4. If the reason for discontinuance is the documented action by a non-City governmental agency, the time of delay caused by the governmental agency shall not be calculated as part of the period of discontinuance.
- C. A benign nonconformity may be discontinued for any period of time and shall not be considered abandoned.

9.01.04 - Change of Use

- A. All rights and obligations associated with a nonconformity shall run with the ownership of the land or water, are not personal to the present owner or tenant of the nonconforming use of land or water and are not affected by a change in ownership or tenancy, except if abandoned.
- B. Benign nonconformities. A land use carried out in or on a lot, site, or structure that has been identified as a benign nonconformity may be changed to any use permissible in the zoning district in which it is located, subject to the requirements set forth in 4.06.00. The nonconformities are not required to be modified for compliance with the standards of this LDC.
- C. Detrimental nonconformities. The use of a lot, site, or structure identified as a detrimental nonconformity may be changed, provided the following standards are met:
 - 1. The new use is less intense than the existing use. Intensity shall be determined by impervious surface coverage and either density for residential uses or the floor area ratio for nonresidential uses; or
 - 2. The new use complies with the requirements of this LDC.

9.01.05 - Damage and Restoration of Nonconforming Buildings or Structures

- A. In the event that any nonconforming building or structure is damaged by any means, including fire, flood, wind, explosion, or other act of God, or act of the public enemy, to an extent of less than fifty (50) percent of the total assessed value of the building or structure, such building or structure shall be permitted to be replaced, restored, or reconstructed according to the development standards in effect at the time of original construction. The assessed value shall be determined by an independent appraisal establishing value on the date of the damage event. Where an independent appraisal is not provided, the assessed value shall be the most recent taxable value shown for the structure as determined by the Okaloosa County Property Appraiser on January 1 of the year in which the damage occurred.
- B. Replacement, restoration, and reconstruction shall be permissible only in compliance with building, plumbing, electrical, gas, mechanical, fire, and other construction and life safety regulations in effect at the time of application for a local building permit to allow such replacement, restoration, or reconstruction.
- C. Permits for replacement, restoration, or reconstruction shall not be issued after twenty-four (24) months have elapsed since the damage event.

9.01.06 - Expansion or Modification of Benign Nonconformities

- A. A structure which is a benign nonconformity may be modified or expanded, subject to the following standards:
 - 1. Any addition or expansion of the structure shall comply with the standards applicable to the zoning district as set forth in this LDC;
 - 2. Any addition or expansion of the structure shall not increase the extent of the nonconformity; and
 - 3. Any addition or expansion of a structure shall comply with all local building permit requirements as set forth in Chapters 6 and 7.
- B. A lot or site which is a benign nonconformity may be modified, subject to the following standards:
 - 1. Any additional structures or site features shall comply with the standards set forth in this LDC;
 - 2. The addition of structures or site features shall not increase the extent of the nonconformity; and
 - 3. The addition of structures or site features shall comply with all local development permit requirements as set forth in Chapters 6 and 7.

9.01.07 - Expansion or Modification of Detrimental Nonconformities

- A. A structure which is a detrimental nonconformity shall not be expanded.
- B. A structure, which is a detrimental nonconformity may be modified, subject to the following standards:
 - 1. The proposed modification of the structure shall be reviewed by the Building Official.
 - 2. Any modification of the structure shall not increase the extent of the nonconformity;
 - 3. Any modification of the structure shall comply with the standards set forth in this LDC;
 - 4. A modification shall not be permissible when off-street parking and loading required for the modification cannot be provided;
 - 5. When a modification is to allow or accommodate a change of use, the use shall be in compliance with the use requirements of the zoning district as set forth in Chapter 4;
 - 6. The modification of the structure shall maintain or improve compatibility of the structure with the neighborhood in which it is located; and
 - 7. Approval of modifications to nonconforming structures shall be conditioned upon the addition or improvement of access, driveways, sidewalks, drainage, and landscaping, in compliance with the requirements of this LDC.
- C. A lot or site which is a detrimental nonconformity may be modified, subject to the following standards:
 - 1. The proposed modification of the lot or site shall be reviewed by the Community Development Services Director.
 - 2. Additional or modified structures or other site features shall be permissible only where such additions or modifications improve the degree of conformity or provide for the public safety;
 - 3. The addition or modification of structures or other site features shall not increase the extent of the nonconformity;
 - 4. The addition or modification of structures or other site features shall maintain or improve compatibility of the site with the neighborhood in which it is located;

5. As a condition of approval of applications to add or modify structures or other site features, the applicant may be required to demonstrate that the site is designed in compliance with the requirements of this LDC with regard to access, sidewalks, drainage, and landscaping.

9.01.08 - Specific Requirements for Lots of Record

When an individual lot or parcel has an area smaller than the requirements of the zoning district in which it is located, but was a lot or parcel of record on January 1, 2021, the permitted uses of the zoning district shall be allowed on such lot or parcel, provided all requirements, other than minimum lot area, depth, or width, are maintained. For residentially zoned lots of record, the minimum side yard setback requirement on such lots or parcels can be modified but shall be not less than ten (10) percent of the lot width and, regardless of lot width, shall not be less than five (5) feet.

9.02.00 - VARIANCES

9.02.01 - Generally

- A. Purpose. The purpose of a variance is to provide a means to grant permission to depart from the standards of the zoning district where unique characteristics of a parcel together with the imposition of the specific regulations of the zoning district result in a hardship.
- B. Variances granted prior to adoption of this LDC.
 1. Any variance granted before the date of adoption of this LDC shall remain in full force and effect, including any conditions of that variance, except as set forth in Section 9.02.01.B(2) and (3).
 2. Property for which a variance was granted prior to the adoption of this LDC may be developed in accordance with the plans previously approved. Where construction or development does not commence prior to the expiration of the variance, the variance shall have no further force and effect and the provisions of this LDC shall apply to development and use of the property.
 3. Where a variance does not contain an expiration date, and a building permit application has not been submitted for the development for which the variance was granted, such variance shall expire twelve (12) months after the effective date of the order granting the variance. Upon expiration, the variance shall have no further force and effect and the provisions of this LDC shall apply to development and use of the property.

9.02.02 - Required Findings for a Grant of Variance

- A. In order for an application for a variance to be approved or approved with conditions, the Planning and Development Board (PDB) shall make a positive finding, based on the evidence submitted, for each of the following provisions:
 1. The need for the proposed variance is due to the unusual or unique physical shape, configuration, or other physical condition of the development site. These special conditions are not generally applicable to other lands, structures, or buildings in the same zoning district;
 2. The literal interpretation and application of the provisions of this LDC would deprive the property owner of property rights commonly enjoyed by other properties in the same zoning district, resulting in an undue hardship;
 3. The special conditions are not the result of actions of the property owner and are not based solely on a desire to reduce development costs;
 4. Approval of the proposed variance shall not provide to the property any special privilege that is denied to other development sites within the same zoning district;
 5. The proposed variance is the minimum variance that results in reasonable use of the land, building, or structure;
 6. Approval of the proposed variance shall ensure compatibility of the resulting development with the uses of land and character of the adjacent and surrounding neighborhood;
 7. The proposed variance is consistent with the intents and purposes of the requirements of this LDC;
 8. The proposed variance is consistent with the provisions of the Comprehensive Plan; and
 9. The proposed variance is not detrimental to the health, safety, or general welfare of the public.

- B. The PDB shall not consider a nonconforming use of neighboring lands, structures, or buildings in the same zoning district, or a permitted use of lands, structures, or buildings in other zoning districts, when determining whether to grant an application for a variance.

9.02.03 - Procedures for Variances

- A. Any person requesting a variance from the provisions of this LDC shall submit an application to the City on forms provided by the City.
 - 1. The application shall include the information required for all applications as set forth in Section 3.00.00.
 - 2. The application shall include a detailed explanation regarding how the proposed variance complies with each of the requirements of Section 9.02.02.
 - 3. An application for a variance for development subject to review of a site development plan shall be processed prior to completion of the site plan review process.
 - 4. The appropriate fee as established by the City shall accompany the application. No portion of the fee shall be refunded whether the application is withdrawn by the applicant or is denied by the City.
- B. The applicant for a variance has the burden of proof of demonstrating that the application for a variance complies with each of the requirements of Section 9.02.02.
- C. The application shall be reviewed by the Planning Administrator for compliance with the required findings set forth in Section 9.02.02. A report shall be prepared and provided to the PDB at least seven (7) business days prior to the scheduled hearing date.
- D. The PDB shall conduct a quasi-judicial hearing according to the procedures set forth in Section 3.02.02.
- E. Notice of the hearing shall be provided as set forth in Section 3.02.01.
- F. The PDB shall approve, approve with conditions, or deny the application for a variance, based upon findings for each of the provisions set forth in Section 9.02.02. The decision of the PDB shall be reduced to a written order, which shall be issued to the applicant and filed with the Okaloosa County Clerk of Court. An order approving or approving with conditions shall expire within one (1) year of the date of such order, unless development subject to the variance is completed. The order may be extended once by the PDB for good cause for a period not to exceed one (1) year.
- G. Limitations on the grant of a variance.
 - 1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.
 - 2. A variance shall not be granted which authorizes any use or standard that is expressly prohibited by this LDC.

9.02.04 - Appeal of Planning and Development Board Decisions

The decision of the PDB shall be final, and there shall be no further review thereof except by resort to a court of competent jurisdiction.

9.02.05 - Specific Requirements for Variances Regarding Historic Buildings

Variances may be issued for the reconstruction, rehabilitation, or restoration of buildings listed on the National Register of Historic Places or the Florida Master Site File. Such variance shall comply with the standards set forth in Sections 9.02.01, through 9.02.03, except where compliance would result in the structure losing its historical designation.

9.03.00 - APPEALS OF ADMINISTRATIVE DECISIONS

9.03.01 - Applicability

Administrative decisions include decisions by the Community Development Services Director and staff members pertaining to the following matters: zoning determinations, certificates of concurrency, minor plats, administrative waivers, change of use, interpretation of permissible uses within zoning districts, and expedited development orders. A person adversely affected by an administrative decision may appeal such decision to the PDB.

9.03.02 - Notice of Intent to File an Appeal of an Administrative Decision

- A. Prior to filing an application for an appeal of an administrative decision, an affected party shall file a Notice of Intent to Appeal within five (5) business days following the administrative decision, determination, or action to be appealed. The City shall provide a form for filing a Notice of Intent to Appeal. No fee shall be required.
- B. When a Notice of Intent to Appeal is filed, all work that is the subject of the appeal on a site shall be stayed for ten (10) business days.

9.03.03 - Filing an Appeal of an Administrative Decision

- A. Within ten (10) business days following filing of a Notice of Intent to Appeal, the affected party filing the Notice of Intent may file an application to appeal an administrative decision.
- B. The application shall include a detailed explanation regarding how the applicant is adversely affected by the administrative decision. Where the administrative decision was based on technical standards, the applicant shall provide detailed data and analysis regarding alleged errors in the application of the technical standards.
- C. The appropriate fee as established by the City shall accompany the application. The application shall not be accepted without the filing fee. No portion of the fee shall be refunded.
- D. Upon receipt of an application to appeal an administrative decision, the Planning Administrator shall schedule the appeal to be heard by the PDB.
- E. The administrative decision subject to the Notice of Intent shall become final and effective if an application to appeal is not timely filed.

9.03.04 - Stay of Work

Filing an appeal of an administrative decision stays all work on the premises and all proceedings in furtherance of the action appealed that is subject to the appeal. When the Planning Administrator determines that a stay would cause imminent peril to life or property, the Planning Administrator shall notify the PDB of the determination. Only the work necessary to avoid imminent peril to life or property shall be permissible; all other work shall be stayed.

9.03.05 - Procedures for Consideration of an Appeal of an Administrative Decision

- A. The consideration of an appeal by the PDB of an administrative decision shall be a de novo quasi-judicial hearing.
- B. The Planning Administrator shall prepare a report following the procedure for preparation of a compliance report set forth in Chapter 3.
- C. Notice of the hearing shall be provided as set forth in Section 3.02.01.
- D. The applicant has the burden of proof to demonstrate that the administrative decision was in error.
- E. The PDB shall determine whether the provisions of this LDC have been properly applied and shall take action as follows:
 - 1. Affirm the administrative decision that is the subject of the appeal;
 - 2. Reverse, wholly or in part, the administrative decision that is the subject of the appeal; or
 - 3. Modify the administrative decision that is the subject of the appeal.
- F. The PDB shall issue a written order containing findings of facts and conclusions of law.

9.03.06 - Appeal of Planning and Development Board Decisions

The decision of the PDB shall be final, and there shall be no further review thereof except by resort to a court of competent jurisdiction.

4.06.00 - LAND USES PERMISSIBLE IN EACH ZONING DISTRICT

A. How to read the Table of Permissible Uses (Table 4.06.00)

1. Within the Table 4.06.00, the letter "P" indicates that the land use is permissible, subject to compliance with the standards of the zoning district.
2. The letter "S" indicates that the use is permissible, subject to compliance with the standards of the zoning district, and the supplemental standards specified for the use. Supplemental standards are contained in Chapter 7.
3. An empty cell indicates the use is prohibited.
4. Reference back to 4.05.00B3 for uses not allowed in the Downtown Overlay District.
5. Any use that is not identified in Table 4.06.00 is prohibited unless it is found to be substantially similar by the Planning Administrator.
 - a. A requested use shall be considered substantially similar when the characteristics of the requested use are equivalent in type, intensity, degree, or impact when compared to a use named in Table 4.06.00. Examples of characteristics to be considered include the following:
 - (1) Typical hours of operation;
 - (2) Use of outdoor storage;
 - (3) Trip generation rates;
 - (4) Generation of noise, light pollution, odor, smoke, electromagnetic interference, or vibration; and
 - (5) Customary activities associated with the use.
 - b. A requested use shall be consistent with the Comprehensive Plan.
 - c. A requested use shall be consistent with the purposes of the zoning district applicable to the parcel.
 - d. The administrative interpretation of uses shall be subject to appeal, as set forth in Chapter 9.

Table 4.06.00 - Permissible Uses in Each Zoning District

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Residential Uses									
Single-family dwelling	P	P	P	P					
Duplex or Triplex			P	P					
Multifamily / Apartments / Condos			P	P	P				
Townhouse			P S 7.05.08	P S 7.05.08					
Manufactured homes	P	P	P	P					
Manufactured home community				S 7.05.06					
Non-Residential Uses									
Alcohol package store (no consumption on premises)					P	P			
Animal hospital or veterinary clinic					P	P			
Arenas, band shell, amphitheater, outdoor performance area					P	P		P	
Artisan studio				P	P	P			
Asphalt or concrete plant							P		
ATM kiosk				P	P	P	P	P	
Bait and tackle				P	P	P			

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Barber, beauty salon, nail salons, aesthetician, and other similar uses				P	P	P			
Bed and breakfast lodging				P	P	P			
Building materials, building supply, enclosed lumber yard					P	P	P		
Business support services, such as copying, mailing, printing, private mail service				P	P	P	P		
Car wash or detailing facility					P (7.05.01.B)	P	P		
Cemetery								P	
Community Center, club, or lodge				P	P	P			
Commercial recreation, including bowling, laser tag, video arcades, go karts, and other similar uses					P	P			
Residential subdivision public community/amenity center	P	P	P	P					
Cultural facility, such as library, museum, or gallery				P	P	P			
Day-care (child), nursery school, kindergarten, or pre-kindergarten				P	P				
Day-care (adult)				P	P				
Distribution centers, may include warehousing, dispatch offices, vehicle yards						P	P		
Essential public / municipal services	P	P	P	P	P	P	P	P	
Farmer's market, outdoor sales, roadside vendors				P	P	P		P	
Financial institutions, banks, credit unions, brokerages, no drive-up window					P	P			

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Financial institutions, banks, credit unions, brokerages, with drive-up window					P	P			
Food stores, specialty, such as bakeries, candy, ethnic groceries, catering services				P	P	P			
<u>Food Truck Sites</u>				<u>S</u> <u>7.05.07</u>	<u>S</u> <u>7.05.07</u>	<u>S</u> <u>7.05.07</u>	<u>S</u> <u>7.05.07</u>		
Fortune tellers and psychics				P	P				
Freight and moving companies					P (7.05.01.B)	P	P		
Fuel/gasoline station, may include convenience store, restaurant, automotive supplies, but not repair					P (7.05.01.B)	P	P		
Funeral homes, mortuaries, crematoria					P (7.05.01.B)	P			
Garden, community or neighborhood	P	P	P	P	P			P	P
Golf course	P	P	P	P					
Grocery store, supermarket					P	P			
Group home, congregate living facility and similar uses			P	P	P				
Health clubs, exercise clubs, spas, gyms				P	P	P			
Hospital					P	P	P	P	
Hotels, motels, inns and similar lodging facilities					P	P			
Ice vending machine				P	P	P	P	P	
Industrial uses, heavy industry with nuisance factors, such as odor, noise, vibration, electronic interference							P		
Junk or salvage yards, recycling facilities							P		
Kennel with outdoor runs					P (7.05.01.B)	P			
Kennel, no outdoor runs				P	P (7.05.01.B)	P	P		

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Laboratories, medical					P	P	P		
Laboratories, industrial						P	P		
Landscaping materials sales: plants, stone, mulch, gravel, supplies, greenhouse, nursery yards					P (7.05.01.B)	P	P		
Laundry facility, self-service				P	P	P	P		
Lounge, bar or nightclub					P	P			
Light manufacturing, light assembly, fully enclosed building, no nuisance factors				P	P	P	P		
Heavy manufacturing and intense industrial activities including production, fabrication, assembly, outdoor storage, with nuisance factors							P		
Medical and dental clinics, outpatient facilities					P	P			
Medical facility for recovery or rehabilitation services, includes substance abuse center, physical or mental rehabilitation, overnight stays					P	P			
Medical marijuana dispensary, Drug stores and pharmacies					S 7.05.02	S 7.05.02			
Nursing home or convalescent facility, overnight stay			P	P	P	P			
Offices, general, includes offices for trades or construction businesses				P	P	P	P		
Parking lot or parking garage, commercial					P	P	P		
Pawnshops					P	P			
Personal services, such as jewelry repair, shoe repair, tailoring, dry cleaning pick-up center				P	P	P			

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Professional offices, accounting, government operations, legal services, bookkeeping, realtors, brokers, insurance, etc.				P	P	P			
Recreational camping				S 7.05.03B	S 7.05.03B	S 7.05.03			S 7.05.03
Recreational vehicle park				S 7.05.04	S 7.05.04	S 7.05.04			
Religious facility	P	P	P	P	P	P	P	P	
Repair shops, small equipment, small appliances					P	P	P		
Restaurants, drive-through and fast food					P	P			
Restaurants, (drive-through not allowed)				P	P	P			
Retail shops, freestanding or within centers, includes department stores or specialty shops such as art, antiques, furniture, florist, appliances, jewelry, media, office supplies, automotive supplies, etc.				P	P	P			
Retail, large-scale discount establishments, big-box stores					P	P			
RV, motor homes, travel trailers, or manufactured home sales lot					P (7.05.01.B)	P	P		
Schools: academic, charter, public or private	P	P	P	P	P	P		P	
Schools: business, commercial, trade, vocational				P	P	P	P	P	
Self-storage, mini-storage facilities				P	P	P	P		
Stone, granite, monument sales					P (7.05.01.B)	P			
Studios for personal instruction, such as music, dancing, art or photography				P	P	P			
Tattoo parlors and body-piercing studios				P	P	P			

Principle Land Use	Zoning District								
	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Terminals, bus, transit, includes truck stop						P	P		
Theaters, movie or performing arts					P	P			
Towers, radio, TV, telecommunication	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	
Trades, maintenance services, and heavy repair services, including outdoor storage, equipment yards, machine shops, welding shops, towing services						P	P		
Uses that are adult-oriented, including bookstores, movie stores, theaters, entertainment, and retail stores							P		
Vehicle: repair, body shop						P	P		
Vehicle: sales and rentals, including automobiles, trucks, and motorcycles					P (7.05.01.B)	P			
Vehicle: construction, heavy equipment sales and rental						P	P		
Vehicle: storage yards					P (7.05.01.B)	P			
Warehousing, not including self-services storage					P (7.05.01.B)	P	P		
Wholesalers					P (7.05.01.B)	P			

5.05.14 - Recreational Vehicles and Park Trailers

- A. General. Permanent placement of recreational vehicles and park trailers is not permitted. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
 - 1. Comply with the outside storage and temporary use as shown in the City of Crestview Code of Ordinances ~~Chapter 102, Article XXII — Mobile and Manufactured Housing, Section 102-537 Outside Storage of Recreational Vehicles and Section 102-538 Temporary Use of Recreational Vehicles~~ Chapter 38, Article VIII — Vehicle Storage; and
 - 2. Be on the site for fewer than 180 consecutive days; and
 - 3. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

6.01.02 - Residential Design Standards

All single-family dwellings, whether site-built or built off-site and moved onto the lot shall comply with the following design standards. In all cases below, the Florida Building Code, Residential shall be complied with.

- A. The minimum **length and** width of the building shall be twenty (20) feet.
- B. The minimum roof pitch shall be 3:12.
- C. The minimum roof overhang shall be twelve (12) inches, exclusive of porches and patios.
- D. All single family dwellings shall be situated on the lot so that the front door of the home faces the front yard.
- E. The building shall be constructed according to standards established by the Florida Building Code, Residential.
- F. The exterior siding material shall consist of approved materials in accordance with the Florida Building Code, Residential. Where vinyl lap siding is used, the siding shall not have a glossy surface or be reflective.
- G. The dwelling shall be attached to a permanent foundation system, including supporting, blocking, leveling, securing, and anchoring the home and connecting multiple and expandable sections of the home. The foundation shall be designed and constructed according to the requirements of the current Florida Building Code, Residential.
- H. Roof materials shall be any material approved by the Florida Building Code, Residential.
- I. For dwellings elevated forty-eight (48) inches or less, the area beneath the home shall be enclosed by brick, concrete, wood, rock, vinyl or other materials specifically manufactured for this purpose and shall enclose the space between the floor joists and the ground level, except for the required minimum ventilation and access. Such access shall remain closed when not being used for that purpose.
- J. For manufactured homes, all tongues, wheels, axles, transporting lights and other towing apparatus shall be removed from the site prior to occupancy.
- K. For manufactured homes, none manufactured before June 15, 1976 shall be permitted.
- L. At each exterior door, there shall be a landing that is in accordance with the Florida Building Code, Residential.
- M. Duplex (two connected single-family dwelling unit) structures
 - 1. May be placed across a single side property line, at the line of unit separation, provided all other zoning requirements and setbacks are observed, and the unit-separating wall meets the appropriate standards of the Florida Building Code and any applicable fire codes.
 - 2. The minimum length and width of each duplex unit shall be twenty (20) feet.
 - 3. All other aforementioned design standards in section 6.01.02 shall be required, other than those that are superseded in this subsection.
 - 4. Each unit in a duplex structure must have its own utility connections.

6.08.08 – Requirements - Right-of-Way Landscape Buffer Yard

- A. There shall be a continuous landscaped area, a minimum of 10-foot wide, adjacent to all rights-of-way.
 - 1. When parking areas abut ROW Landscape Buffer yards, wheel stops shall be provided to prevent more than eighteen (18) inches of overhang into the landscape area.
 - 2. Sidewalks shall not be located within the right-of-way landscape buffer yard.
 - 3. A maximum of two vehicle accessways, meeting the width requirements of Crestview Engineering Standards Manual, through ROW Landscape Buffer yards, per right-of-way shall be allowed.
 - a. Developments with greater than 500 linear feet of right-of-way frontage shall be allowed one additional accessway through the ROW Adjacent Landscape Yard.
 - b. Accessways shall at no time be less than 50 feet apart, as measured from the centerline of driveway throats of each accessway.
- B. When a development's disturbed area or project area, does not extend the full length of the right-of-way frontage of the property, the required perimeter landscape may be placed within the dedicated project area only, provided the following:
 - 1. When the remainder of the frontage contains natural growth of native trees, shrubs and grasses to sufficiently create or maintain a visual barrier between the right-of-way and the proposed development.
 - 2. The remainder of the frontage is kept and maintained in its natural state.
 - 3. The landscape plan identifies that the area is to be maintained in a natural state and that when the area no longer provides an acceptable visual barrier, landscaping improvements in keeping with the provisions of this code shall be installed.
 - 4. If this area is developed in the future, then it will be required to meet the requirements of this code.
- C. Right-of-way adjacent landscape areas shall utilize, to the greatest extent practical, existing trees, provided those trees are identified within the Approved Tree Species List. See Section 6.08.09 for the approved species list and tree protection bonuses.
- D. Right-of-way adjacent landscape areas shall provide vegetation in accordance with the following:
 - 1. One tree per 25 linear feet, or fraction thereof, of total right-of-way frontage with 50 percent of the trees being a shade species.
 - a. Any required trees deemed to be within the visibility triangle will be required to be planted elsewhere. (Refer to the Crestview Engineering Standards Manual for more information)
 - b. Any trees that would conflict with existing utilities, such as overhead power, shall be planted elsewhere.
 - c. In no case will driveways, utilities, or other such conflicts result in a reduction of the required trees or landscape area. Such required landscape shall be moved elsewhere within the development.
 - ~~2. Two shrubs per five (5) linear feet of right-of-way frontage.~~
 - ~~a. Shrubs shall be of a species that will reach a mature height of no less than 24".~~
 - 3. The balance of the landscaped area shall be planted with turf grass and other landscaping treatments.
- E. Side Perimeter Landscape Yards.
 - 1. There shall be a continuous side perimeter landscape yard, a minimum of five-foot-wide, adjacent to the property line, in accordance with the following:
 - a. When there is an existing use on the adjacent property and a buffer yard is not required.
 - b. When there is a planned use on the adjacent property and a buffer yard is not required.
 - c. Cross Vehicle Access-drives meeting the minimum width requirements as per the *Crestview Engineering Standards Manual*, shall be allowed up to three per side.
 - (1) When not connecting to an existing Cross Vehicle Access drive, landscaping shall be required to meet this Chapter.
 - 2. Side perimeter landscape yards shall provide vegetation in accordance with the following:
 - ~~a. Two shrubs or one bush per five (5) linear feet of property line.~~
 - ~~(1) Shrubs shall be of a species that will reach a mature height of no less than 24".~~
 - ~~(2) Bushes shall be of a species that will reach a mature height of no less than 6'.~~
 - b. The balance of the landscaped area shall be planted with turf grass and other landscaping treatments.
- F. Buffer Yards
 - 1. Buffer yards shall generally be located along the outer perimeter of a parcel and shall extend from the property line inward the required width.
 - 2. Buffer yards shall be required between uses with different densities and/or intensities and between different zoning districts in accordance with the following:
 - a. A buffer yard shall be provided in the following situations and/or circumstances:
 - (1) Buffer widths shall be determined based on Table 6.08.08.

- (a) Where redevelopment of an existing single-family dwelling occurs adjacent to single family or duplex residential development, in conformance with this code and the character of the single-family dwelling is preserved and there are 10 or less required parking spaces, the buffer yard requirement may be satisfied by the placement of an eight-foot tall wood or vinyl/plastic privacy fence around the entire side and rear yards.

Table 6.08.08 - Required Buffer Widths

	R-1	R-2	R-3	<u>MU</u>	C-1	C-2	IN
R-1	N/A	5 Feet	10 Feet	<u>15 feet</u>	15 Feet	20 Feet	30 Feet
R-2	5 Feet	N/A	5 Feet	<u>10 feet</u>	15 Feet	20 Feet	30 Feet
R-3	10 Feet	5 Feet	N/A	<u>7.5 feet</u>	15 Feet	15 Feet	15 Feet
<u>MU</u>	<u>15 feet</u>	<u>10 feet</u>	<u>7.5 feet</u>	<u>N/A</u>	<u>7.5 feet</u>	<u>10 feet</u>	<u>15 feet</u>
C-1	15 Feet	15 Feet	15 Feet	<u>7.5 feet</u>	N/A	5 Feet	5 Feet
C-2	20 Feet	20 Feet	15 Feet	<u>10 feet</u>	5 Feet	N/A	5 Feet
IN	30 Feet	30 Feet	15 Feet	<u>15 feet</u>	5 Feet	5 Feet	N/A

3. Buffer Yard vegetation requirements:
- The expectation with this section is that a visual and audible barrier or screen is created between dissimilar uses through the use of aesthetically appealing landscaping, fencing, walls, or other methods.
 - All plants in the buffer shall be bushes and trees of an approved species that will reach a mature height of no less than 6'.
 - Small shrubs will not be allowed unless coupled with a 6' privacy fence.
 - Buffer Yard approved vegetation list. Vegetation not on this list must be approved by the Community Development Services Director, or designee:
 - Japanese privet (*Ligustrum japonicum*)
 - Azalea (*Rhododendron* spp.)
 - Japanese cleyera (*Cleyera japonica*)
 - Pampas grass (*Cortaderia selloana*)
 - Silverthorn (*Elaeagnus pungens*)
 - Cherry elaeagnus, Gumi (*Elaeagnus multiflora*)
 - English holly (*Ilex aquifolium*)
 - Chinese holly (*Ilex cornuta*)
 - Japanese holly (*Ilex crenata*)
 - Yaupon holly (*Ilex vomitoria*)
 - Oleander (*Nerium oleander*)
 - Chinese juniper (*Juniperus chinensis*)
 - Savin juniper (*Juniperus sabina*)
 - Rocky mountain juniper (*Juniperus scopulorum*)
 - Bottlebrush buckeye (*Aesculus parviflora*)
 - Bushes shall be planted sufficiently close so that at full maturity, there will be no visual space between the bushes.
 - Walls and fences may be allowed provided they are constructed in such a manner as to create the intended visual and audible barrier.
 - No wall or fence may be constructed less than 6' in height.
 - All fences and walls will require approval from the Building Department.

7.01.01 - Generally

Any number of different accessory structures may be located on a parcel, provided that the following requirements are met.

- A. There shall be a permitted principal structure on the parcel, located in full compliance with all standards and requirements of this chapter.
- B. All accessory structures shall comply with standards pertaining to the principal use, unless exempted or superseded elsewhere in this chapter.
- C. Accessory structures shall not be located in a required buffer or landscape area. ~~or minimum building setback area.~~
- D. Accessory structures shall be included in all calculations of impervious surface and storm water runoff.
- E. Accessory structures shall be shown on any concept development plan with full supporting documentation.
- F. No accessory structures used for industrial storage of hazardous, incendiary, noxious or pernicious materials shall be located nearer than 100 feet from any property line.

7.01.02 - Accessory Buildings

Site Development standards for accessory buildings (storage buildings, utility buildings, sheds, greenhouses, etc.).

- A. Accessory buildings in all zoning districts shall abide by the following requirements and standards:
1. In lots within recorded subdivisions and non-platted lots with a depth less than 250 feet:
 - a. Accessory buildings shall only be placed in side and rear yards and shall be setback three (3) feet from side and rear property lines.
 - b. Accessory buildings on lots facing multiple rights-of-way may be placed in any front yard not abutting the face of the structure containing the front door, up to the required front setback. See figure 7.01.02.
 - c. ~~If an~~ accessory buildings ~~is proposed to be built~~ closer than ten (10) feet to the principle structure, ~~it~~ must meet the setbacks of said principle structure.
 2. In lots not within recorded subdivisions and with a lot depth of 250 feet or greater:
 - a. ~~Accessory buildings may be placed in any side, rear or front yards, shall be setback three (3) feet from side and rear property lines and shall not be within any required front setback.~~
 - b. Accessory buildings shall be setback three (3) feet from side and rear property lines and shall not be within any required front setback.
 - c. ~~If an~~ accessory buildings ~~is proposed to be built~~ closer than ten (10) feet to the principle structure, ~~it~~ must meet the setbacks of said principle structure.

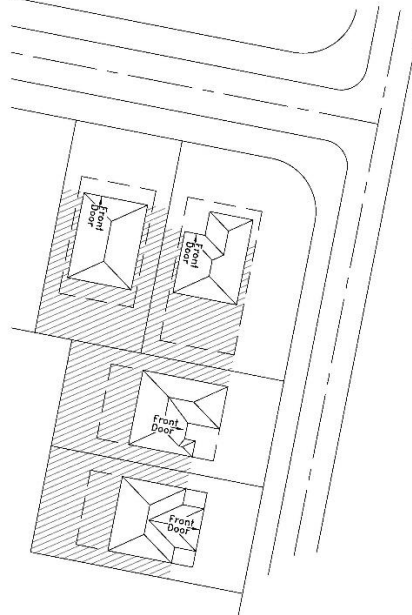


Figure 7.01.02. Allowed Accessory Building and Fence Location on Lots Facing Multiple Rights-Of-Way.

- B. Storage buildings, storage sheds and detached garages in the C-1, C-2 and IN zoning districts that exceed 600 square feet of floor area must provide brick veneer, stone, stucco, or other similar decorative materials to the façade on all sides of the building visible from the public right of way.
- C. Carports in any zoning district are allowed according to the following requirements:
1. Carports are allowed in front yards but shall not encroach into any front setback and must remain under twenty (20) feet in height.
 2. Carports located in any front yard shall not be enclosed on any side.
 3. Carports are allowed in side yards up to property line, regardless of distance to the main structure.
 4. Eaves of carports shall not extend over any property line.
 5. Carports shall be at least three (3) feet from any rear property line.
- D. Screen rooms, enclosed patios, porch coverings, or any other similar structure are allowed in the R-1, R-2, R-3 and MU zones according to the following requirements:
1. Shall be at least 3 feet from any rear property line.
 2. Shall not be placed within any front or side setback area.

7.01.03 - Fences

Site Development Standards for Fences, Hedges and Walls

- A. Location of fences, perimeter hedges and walls.
1. Fences, perimeter hedges and retaining walls may be located on, at, or inside the property line. All fence material must be located on, at or inside the property line, and shall not be located outside of the property line.
 2. A fence located on the property line may be shared by adjacent properties.
 3. Setback requirements applicable to principle buildings shall not prohibit or restrict the installation of a retaining wall.
 4. Fences, perimeter hedges, and walls shall not be located within the required visibility triangle.
- B. Materials and appearance requirements.
1. Fences and walls must be constructed of wood, masonry, stone, wrought iron, chain link, vinyl, welded wire, or composite materials.
 2. All fences shall be installed with the finished side facing outward, except for the following:
 - a. Where a fence cannot be constructed on the property line due to an existing fence on the adjacent property line, the finished side may face inward.
 - b. When an applicant is not granted permission to access the adjacent property to install the fence, the finished side may face inward.
 3. A fence installed for security purposes in C-2 or IN zoning may include barbed wire or razor wire, provided that such wire is at least six (6) feet off the ground.
- C. Electrical fencing may be installed for security purposes and shall meet the following standards:
1. Electrical fencing may be installed on top of a fence in C-2 or IN zoning districts, provided that the electrical fencing is a minimum of six (6) feet above the ground.
 2. Electrical fencing may be installed in residential areas provided that such fencing shall be limited to side and rear yards and shall be contained within a fence structure.
 3. All electrical fencing shall be accompanied by signs to provide a warning of the type of fence and the voltage of the fence. Warning signs shall be placed at each corner of the enclosed area; additional signs shall be placed fifteen (15) feet apart along the entire fence. Warning signs shall not exceed four (4) square feet in area each.
- D. Height standards.
1. Fence and wall height shall be measured from the natural grade at the base of the fence to the topmost part of the fence, including any decorations, barbed wire, or other fixtures.
 2. The maximum height for a fence on a lot line on a property zoned R-1, R-2, R-3 or MU and adjacent to a property zoned C-1, C-2 or IN shall be eight (8) feet.
 3. Fence may contain decorative columns spaced no less than six (6) feet apart that shall not exceed eight (8) feet in height.
 4. Height standards provided in Table 7.01.03.

Table 7.01.03 - Standards for Fence Heights

Zoning District	Maximum Height in a Side or Rear Yard (feet)	Maximum Height in a Front Yard ^{1, 2}
R-1	8	4
R-2	8	4
R-3	8	4
MU	8	4
C-1	8	4
C-2	8	4
IN	8	6
P	8	6
E	N/A	N/A

¹ Fences on lots facing multiple rights-of-way may be up to ~~6~~ 8 feet in height in any front yard not abutting the face of the structure containing the front door, ~~up to the required front setback. See Figure 7.01.02, where the fence will not obstruct visibility from any intersection or adjacent driveway, as determined by the Planning Administrator, or designee.~~

² Fences that allow for at least 50 percent visibility through the material, including but not limited to chain link, wrought iron, or welded wire, may be up to 8 feet in height.

7.03.01 - Detached Accessory Dwellings in Residential Zoning Districts

- A. Purpose.
 - 1. The Purpose of this section is to ensure a wide variety of housing choices to city residents and allow opportunities for extended family living.
 - 2. This section provides for detached accessory dwellings, also called accessory apartments, guesthouses, mother-in-law suites, or similar low intensity second housing unit.
 - 3. The intent of this section is to ensure that the establishment of a detached accessory dwelling in a residential zoning district maintains compatibility of the area by minimizing or avoiding potential negative impacts from a secondary dwelling unit.
- B. Applicability. Accessory dwelling units are permissible in R-1, R-2, R-3 and ~~MX-NC~~ MU when established in compliance with the standards set forth in this section.
- C. No more than one (1) accessory dwelling shall be established on any lot, parcel or tract of land.
- D. Standards for a detached accessory dwelling.
 - 1. A detached accessory dwelling shall not be allowed on a property where the principle structure is a mobile home, trailer, or of any construction that is not a site-built structure.
 - 2. A detached accessory dwelling shall be held to and reviewed against all applicable building codes, fire codes, and life safety codes required for any new construction dwelling unit.
 - 3. Any detached accessory dwelling shall comply with all site development standards for principle dwelling structures required by the zoning district, with the following exceptions:
 - a. Detached accessory dwellings may be placed according to the standards for Accessory Buildings in section 7.01.02.
 - b. Detached accessory dwellings may be less than 20 feet in width.
 - 4. Design standards, roof style and materials, and architectural style of the detached accessory dwelling shall be consistent with the principle dwelling and be built in accordance with the Florida Building Code, Residential.
 - 5. One (1) additional parking space shall be provided. Where on-street parking is established for the neighborhood, on-street parking may be counted to meet this requirement.
 - 6. A detached accessory dwelling shall not exceed 900 square feet or forty (40) percent of the total living area of the principle dwelling on the site, whichever is greater.
 - 7. The existence of a detached accessory dwelling shall not be construed to allow for additional accessory structures on any lot, parcel, or tract of land beyond the number and type of accessory structures permissible with the principle dwelling.
 - 8. There shall be no additional signage to identify the detached accessory dwelling, other than the signage permissible for the principle dwelling.
 - 9. There shall be no additional mailbox, exterior utility equipment, or other evidence of a detached accessory dwelling unit. A detached accessory dwelling unit shall not have separate metered utility service, except as otherwise provided in the Florida Building Code, Current Edition.

7.05.07 – Food Truck Sites

- A. Sites designated to maintain one or more stationary food truck spaces, which may or may not also include other site development features, such as parking, seating, or any other accessory and amenity structures are allowed with the following restrictions and/or requirements:
1. Zoning. Food Truck Site developments are permitted in MU, C-1, C-2 and IN zoning districts.
 2. General site development requirements shall be the same as what is required for the underlying zoning district, with the following exceptions:
 - a. Food truck spaces and any additional structures shall be setback a minimum three feet from any side or rear property line when the development site is not within the Downtown Overlay District, or otherwise be setback the distance of any required landscape buffers.
 - b. Food truck spaces, and any additional structures shall be placed at least 5 feet from any other space or structure.
 3. Drive-thru service is prohibited.
 4. Minimum Parking Requirements; Location. The parking and loading requirements shall be as follows:
 - a. Two parking spaces required for each food truck space, except:
 - (1) If the development site is inside the Downtown Overlay District or On-Street Parking District.
 - (2) If the development site is within 250 feet of the Downtown Overlay District or On-Street Parking District.
 - (3) The applicant may provide a shared parking agreement from adjacent developments, where such shared parking does not impact the adjacent development's ability to meet their parking requirement.
 - b. The provision of parking spaces and passenger loading areas for persons who have disabilities is governed by Chapter 553, Florida Statutes.
 - c. Bicycle and pedestrian ways are required, to the standards of Section 8.05.00 of this code.
 5. Landscaping and Buffering. A landscaping plan is required to the following standards for landscaping and buffering, which supercede the general landscaping requirements in Chapter 6:
 - a. At least 50% of a given site area must remain open greenspace. A variety of trees, shrubs, bushes or other vegetation must be placed in greenspace areas.
 - b. When development abuts a property containing a one-, two- or three-family dwelling, a minimum required landscaped buffer of seven and one-half (7.5') shall be required. A greater sized buffer may be required by staff if deemed necessary to protect adjacent property from noise, lights, or other nuisance factors.
 6. Alcohol controls. If alcohol is to be sold on-site, controls are required as per the applicable state regulatory agency. The type, design, and appearance requirements of any required controls will be determined during the site plan review process.
 7. Utilities. A utility plan showing proposed location and design for water and sewer services, as well as location of any required grease traps shall be provided for each site.
 8. Outdoor Refuse Collection and Storage Areas. No outdoor refuse collection or storage area shall be located in a front setback area, and all such areas shall maintain a minimum setback of three feet from any lot line and shall be enclosed and on a paved or concrete surface.
 9. Food trucks housed on approved food truck sites are required to have a City BTR but are not required any other City permits.
 10. Any noise-generating activity present on the food truck site is subject to the noise regulations in Sec. 30-1 of the Code of Ordinances.
 11. Restrooms. Restrooms are required as part of a food truck site, except when public restroom facilities are available within 250 feet of the development site.
 12. Site and Development Plan Review.
 - a. For new developments on vacant or unimproved property, a development order is required as per the procedures set in Chapter 3 of this code.
 - b. For modifying existing site developments to add the food truck site use, or add food truck spaces, an administrative permit is required as per the procedures set in Chapter 3 of this code to determine compliance with the requirements of this section.

- (1) Proposed food truck sites on existing developed sites shall not cause any additional impact to city services (water, sewer, stormwater, etc.) outside of the impacts approved for the the original development order issued.
- (2) Proposed food truck sites on existing developed sites shall not cause the site to become non-compliant with the site requirements of the original development order issued (parking count, traffic flows, pedestrian ways, etc.).

7.05.08 – Townhouses

- A. A townhouse is a multi-story single-family dwelling unit attached horizontally to at least one (1) dwelling unit, in a building containing at least three (3) units by a common wall that meets the appropriate standards of the Florida Building Code and any applicable fire codes.
- B. Townhouse buildings shall sit across multiple lots, with each aforementioned common wall sitting on top of and parallel to the side property lines. Setback requirements shall apply as per the zoning district as the townhouse building relates to the outermost property line for a given project.
- C. Townhouses and townhouse developments are allowed in the R-3 and MU zoning districts.
- D. Requirements for townhouse developments
 1. The minimum lot area for an individual townhouse unit is 700 s.f.
 2. The minimum lot width for all individual townhouse units is twenty (20) feet.
 3. Townhouse buildings shall be separated a minimum distance of ten (10) feet.
 4. A six (6) foot tall fence shall be provided where a townhouse development abuts a property currently used for single-family or duplex development. The finished side of the fence shall face outward. No fence is required where an alley separates the townhouse development from the single-family or duplex development. Each portion of the fence shall be the property of the owner of the townhouse lot on which it is located; such owner is responsible for maintenance of that portion of the fence.
 5. There shall be a maximum of ten (10) individual townhouse units within one (1) structure.

7.06.02 - Mobile Food Dispensing Vehicles

- A. Applicability. Unless otherwise specified, mobile food dispensing vehicles are allowed in the MU, C-1, C-2, or IN zoning districts ~~on any approved mobile food dispensing vehicle site, within an approved mobile food dispensing vehicle space, and~~ in accordance with the standards of this section.
- B. Any mobile food dispensing vehicle operating within the City of Crestview is required to have a City of Crestview Business Tax Receipt.
- C. Requirements for Mobile Food Dispensing Vehicles.
 - 1. Mobile food dispensing vehicles shall not sell alcohol unless specifically approved as part of a special event or other permit approved by the City. The alcohol-related restrictions of Chapter 6 of the City Code are applicable unless otherwise authorized by the City Code, or otherwise waived by the City.
 - 2. Except with the express written permission of the City during an authorized special event, hours of operation shall be limited between 7 a.m. and 10 p.m. The person in charge of the mobile food dispensing vehicle when in operation on the developed site must be present at all times during hours of operation.
 - 3. Mobile food dispensing vehicles selling or dispensing food to customers in a moving vehicle or otherwise engaging in drive-up sales is prohibited.
 - 4. A mobile food dispensing vehicle shall not be allowed to be located on any site upon which uncorrected code violations exist, or which is under citation for code violations, ~~even if said site is an approved mobile food dispensing vehicle site.~~
 - 5. The operation of a mobile food dispensing vehicle shall not create or cause nuisance conditions including, but not limited to, displaying flags or unauthorized signage, loud noises, visual glare, flashing or animated lights, shouting or amplified music or sound, excessive fumes or smoke, environmental hazards, and any vehicular or pedestrian hazard.
 - 6. Mobile food dispensing vehicles must not discharge waste, fat, oil, grease or such other similar substances from the vehicle. All such substances related to or generated from the vehicle shall be taken with the vehicle when the vehicle leaves the subject property.
 - 7. Mobile food dispensing vehicles must comply, as applicable, with the standards specified by Chapter 5k-4.002m Florida Administrative Code, and the U.S. Food and Drug Administrative 2001 Food Code as such codes may be amended from time to time. It is also prohibited and unlawful for a mobile food dispensing vehicle to fail to comply with all state and City traffic and parking, and stopping and standing laws, codes, ordinances, rules and regulations.
 - 8. A copy of the appropriate license(s) issued from the Florida Department of business & Professional Regulation (Division of Hotels and Restaurants) shall be maintained on the mobile food dispensing vehicle at all times along with a copy of a valid City Business Tax Receipt when the vehicle is in operation within the City, and shall be made available for inspection upon request by the City's law or code enforcement officers.
 - 9. The property owner shall acknowledge that the property owner require compliance with all ordinances regarding solid waste disposal and must provide the vehicle access to solid waste collection on the subject property.
 - 10. The property owner shall acknowledge that the property owner require that the vehicle meet all applicable federal, state, and local statutes, regulations, laws, ordinances, rules and codes including, but not limited to, applicable land use and zoning requirements regarding the subject property.
 - 11. The property owner shall acknowledge that the property owner understands the regulations governing mobile food dispensing vehicles and will be held responsible, along with the vehicle owner, for any code violations.
 - 12. The property owner shall acknowledge that the property owner ensures that the property will be continuously maintained in a neat, clean and orderly manner, and that the mobile food dispensing vehicle shall be limited to operating as a temporary accessory use on the subject property.
 - 13. The subject property must be a developed site. The subject property must not be vacant or unimproved.
 - 14. Any proposed Mobile food dispensing vehicles must be within the site setback lines, as required by the zoning district
 - 15. Mobile food dispensing vehicles must not cover or otherwise render unusable any quantity of parking spaces that would cause the site to have insufficient parking for their primary use as required by Chapter 8 of the City Code.
 - 16. Mobile food dispensing vehicles must not obstruct or interfere with vehicular or pedestrian traffic, building access, fire lanes, crosswalks, driveways, fire hydrants, loading areas, stormwater drainage systems, or landscape buffers associated with the principle use.
 - 17. Outdoor dining areas are prohibited including, but not limited to, tables, chairs, booths, bar stools, benches, and standup counters, except if dining areas are allowed with express written permission of the City during an authorized special event.
 - 18. No additional signage shall be permitted on the proposed site related to the mobile food dispensing vehicle except as to signage permanently affixed and displayed on the vehicle.
 - 19. Amplified music or other sounds from any mobile food dispensing vehicle or from audio equipment installed on the proposed site by the property owner or person in charge of the vehicle for purposes of vending, attracting or encouraging the congregation of customers shall be prohibited.
 - 20. The grounds around any mobile food dispensing vehicle, and within any mobile food dispensing vehicle space shall be kept free of litter, trash, paper and waste at all times. Waste containers shall be provided, and all trash shall be taken

with the vehicle when the vendor leaves or with the permission of the property owner, placed inside a commercial dumpster in use and located on the proposed site.

~~D. Mobile Food Dispensing Vehicle Site Requirements:~~

- ~~1. A mobile food dispensing site permit is required for any site proposed to house or hold any number of mobile food dispensing vehicles, to be reviewed by the Community Development Services Director or designee.~~
- ~~2. Mobile food dispensing site permits shall expire one (1) year after approval.~~
- ~~3. Application for a mobile food dispensing vehicle site permit must be made by the property owner or authorized agent.~~
 - ~~a. Authorized agents must include in their application a notarized agent authorization form signed by the property owner of the proposed mobile food dispensing vehicle site.~~
- ~~4. Applicants must also provide the following along with their application for the mobile food dispensing vehicle site permit:~~
 - ~~a. A site plan indicating the following:~~
 - ~~(1) The location of all existing structures on site,~~
 - ~~(2) The proposed location of any Mobile Food Dispensing Vehicle Spaces,~~
 - ~~(3) The zoning district setback lines,~~
 - ~~(4) Locations of any temporary sanitary facilities (portable toilets) and waste disposal.~~
 - ~~(5) Parking areas,~~
 - ~~(6) Parking spaces to be affected by placement of proposed Mobile Food Dispensing Vehicle Parking Spaces~~
 - ~~(7) Means of ingress and egress for vehicular and pedestrian traffic,~~
 - ~~(8) Any additional information necessary to portray the property and proposed use,~~
 - ~~(9) A description of the proposed use~~
- ~~5. Mobile food dispensing vehicle sites may be approved as a temporary use, in accordance with the following standards:~~
 - ~~a. The property owner shall acknowledge that the property owner require compliance with all ordinances regarding solid waste disposal and must provide the vehicle access to solid waste collection on the subject property.~~
 - ~~b. The property owner shall acknowledge that the property owner require that the vehicle meet all applicable federal, state, and local statutes, regulations, laws, ordinances, rules and codes including, but not limited to, applicable land use and zoning requirements regarding the subject property including site plan requirements.~~
 - ~~c. The property owner shall acknowledge that the property owner understands the regulations governing mobile food dispensing vehicles and will be held responsible, along with the vehicle owner, for any code violations.~~
 - ~~d. The property owner shall acknowledge that the property owner ensures that the property will be continuously maintained in a neat, clean and orderly manner, and that the mobile food dispensing vehicle shall be limited to operating as a temporary accessory use on the subject property.~~
 - ~~e. The subject property must be a developed site. The subject property must not be vacant or unimproved.~~
 - ~~f. Any vehicle must be parked when in operation within an area on the property specifically authorized for mobile food dispensing vehicles, known hereby as a mobile food dispensing vehicle space. The requirements of such spaces are as follows:~~
 - ~~(1) Proposed mobile food dispensing vehicle spaces must not exceed an area of 300 square feet per space.~~
 - ~~(2) Each proposed mobile food dispensing vehicle space may only house one (1) mobile food dispensing vehicle.~~
 - ~~(3) Any proposed Mobile Food Dispensing Vehicle Spaces must be within the site setback lines, as required by the zoning district~~
 - ~~(4) Proposed mobile food dispensing vehicle spaces must not cover or otherwise render unusable any quantity of parking spaces that would cause the site to have insufficient parking for their primary use as required by Chapter 8 of the City Code.~~
 - ~~(5) Proposed mobile food dispensing vehicle spaces must not obstruct or interfere with vehicular or pedestrian traffic, building access, fire lanes, crosswalks, driveways, fire hydrants, loading areas, stormwater drainage systems, or landscape buffers associated with the principle use.~~
 - ~~g. Outdoor dining areas are prohibited including, but not limited to, tables, chairs, booths, bar stools, benches, and standup counters, except if dining areas are allowed with express written permission of the City during an authorized special event.~~
 - ~~h. No additional signage shall be permitted on the proposed site related to the mobile food dispensing vehicle except as to signage permanently affixed and displayed on the vehicle.~~
 - ~~i. Amplified music or other sounds from any mobile food dispensing vehicle or from audio equipment installed on the proposed site by the property owner or person in charge of the vehicle for purposes of vending, attracting or encouraging the congregation of customers shall be prohibited.~~
 - ~~j. The grounds around any mobile food dispensing vehicle, and within any mobile food dispensing vehicle space shall be kept free of litter, trash, paper and waste at all times. Waste containers shall be provided, and all trash shall be taken with the vehicle when the vendor leaves or with the permission of the property owner, placed inside a commercial dumpster in use and located on the proposed site.~~

E. Penalties.

1. Owners and operators of mobile food dispensing vehicles, and property owners on which such vehicles operate, shall be joint and severally liable for any violations of this section. The penalty provisions set forth in section 1-11 of the City Code shall apply to violations of this section.
- ~~2. In addition to the penalties authorized by subsection one (1), the Community Development Services director or designee may also suspend or revoke the property owner's mobile food dispensing vehicle site permit, as may be applicable, upon finding that a mobile food dispensing vehicle was operating on the subject property in violation of this section. Prior to suspending or revoking the applicable mobile food dispensing vehicle site permit, the Community Development Services director or designee shall:~~
 - ~~a. Afford the property owner notice of the violation(s) and a reasonable, informal opportunity to be heard regarding the violation(s);~~
 - ~~b. Consider the property owner's past record of compliance with this section and related laws, and~~
 - ~~c. Consider the degree of risk to public health, safety, and welfare arising from the alleged violation(s) in evidence.~~
- ~~3. The Community Development Services Director or designee's decision under subsection two (2) shall be rendered in writing and shall be deemed final.~~
- ~~4. Any mobile food dispensing vehicle site permit suspended or revoked pursuant to this subsection shall immediately be void and of no further use and effect to any person. If revoked, the property owner shall be prohibited from seeking subsequent Mobile Food Dispensing Vehicle Site permits for the subject property for a period of one (1) year from the date of the revocation.~~
- ~~5. The operation of a mobile food dispensing vehicle not in an approved mobile food dispensing vehicle space on an approved mobile food dispensing vehicle site (including if operated during a period of license suspensions or revocation) shall subject the owner of the property and owner of the vehicle and operator thereof to code enforcement action, civil action, or action as otherwise allowed by state law or the City Code.~~



Staff Report

CITY COUNCIL MEETING DATE: August 23, 2021

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/19/2021
SUBJECT: Resolution 2021-22 - Extension of Annexation Fee Moratorium

BACKGROUND:

Voluntary Annexation is the process of incorporating property, at the owners' request, into a City's jurisdictional boundary. The State has a number of requirements on the land that can be annexed, these include contiguity to the City's boundary line, compactness, and service availability timelines.

DISCUSSION:

Previous fee moratoriums have proven to be successful at creating an opportunity for property owners to annex into the City. It provided unique opportunities to annex properties into the City that then developed or are planning to develop their properties. It also provided an opportunity to clean up some of the multiple enclaves that exist. Staff would like to provide this opportunity again.

Potential increases in annual tax base revenue streams can serve to curtail any initial "out-of-pocket" expenditure from the City in its provision of staff time and Ad placement.

This is the same request as the previous successful waivers.

This is a Resolution now due to the previous work that removed fees from the Land Development Code and placed them within the Comprehensive Fee Schedule enacted by a resolution.

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.

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

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

FINANCIAL IMPACT

Dependent upon the number of "small-scale" voluntary annexation applications submitted within the specified

moratorium time frame.

Initial staff review has indicated approximately 30 hrs. of staff time and the costs of the public notice which could total \$1,600.00 or more. However, when considering the benefits of annexation and the potential tax revenue, especially in areas where City services are already available, the return on this initial investment could be seen in the first year.

RECOMMENDED ACTION

Staff respectfully requests adoption of Resolution 2021-22.

Attachments

1. Annexation Tax Data

RESOLUTION: 2021-22

**A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA,
AMENDING THE COMPREHENSIVE FEE SCHEDULE, PROVIDING
FOR A SIX-MONTH WAIVER PERIOD FOR THE COLLECTION OF
ANNEXATION APPLICATION FEES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR REPEAL OF ALL RESOLUTIONS
OR PARTS OF RESOLUTIONS IN CONFLICT HERewith AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the imposition of voluntary annexation application fees is a product of the City of Crestview's home rule power; and

WHEREAS, the City Council of the City of Crestview finds that the collection of voluntary annexation application fees is an important measure which ensures that staff time and the necessary Public Notices are provided for in an equitable manner; and

WHEREAS, the City Council of the City of Crestview finds that voluntary annexation into the City is both a benefit to the applicant and to the Citizens of Crestview; and

WHEREAS, the City Council of the City of Crestview finds that the current voluntary annexation application fee may be over burdensome on those citizens wishing to be annexed into the City; and

WHEREAS, the City Council of the City of Crestview finds that a six-month waiver of the collection of voluntary annexation application fees will continue to provide an opportunity for applicants to annex their properties into the City of Crestview without the burden of the fee.

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

SECTION 1 – AUTHORITY. The authority for enactment of this resolution is Section 166.021 and Section 163.31801, Florida Statutes and Article I, Section 2 of the City Charter.

SECTION 2. That the Comprehensive Fee Schedule for Fiscal year 2020-2021; Planning and Zoning; Local Planning application, administrative and processing fees, is hereby amended to read as follows:

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 2021-4 <u>Moratorium effective for 6 months beginning August 24, 2021 and ending on February 24, 2022. The waiver shall be applied to all applicable Annexation, Comprehensive Plan Amendment, and Zoning Change applications, being annexed into the City of Crestview. This fee waiver is only applicable to</u>
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		<u>those applications for annexation as described above and shall not be applied to Comprehensive Plan Amendments or Zoning Change applications absent an annexation application for the same property(s). The waiver shall not be applied retroactively to any application for annexation, nor shall it apply to any annexation application that was voluntarily cancelled within 180 days of the effective date of this section.</u>
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SECTION 3 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this resolution 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 resolution which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 4 – REPEALER. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED IN REGULAR SESSION THIS 23rd DAY OF AUGUST, 2021.

CITY OF CRESTVIEW, FLORIDA

J. B. WHITTEN
Mayor

ATTEST:

ELIZABETH M. ROY
City Clerk

Annexation Tax Data

Parcel ID	Ordinance Number	Annexation Date	Acreage	Taxable Value	2019 Actual	2020 Actual	2021 Estimated
35-3N-24-0000-0007-0010	1688	2019-06-24	2.11	\$0.00	\$0.00	\$0.00	\$0.00
31-4N-23-0000-0022-003B	1698	2019-07-22	1.04	\$115,982.00	\$778.98	\$805.68	\$805.68
21-3N-23-1670-0014-0280	1701	2019-07-22	0.17	\$6,849.00	\$190.32	\$47.58	\$47.58
21-3N-23-1670-0014-0300	1701	2019-07-22	0.17	\$6,849.00	N/A	\$47.58	\$47.58
21-3N-23-1670-0014-0320	1701	2019-07-22	0.17	\$6,849.00	N/A	\$47.58	\$47.58
21-3N-23-1670-0014-0340	1701	2019-07-22	0.17	\$6,849.00	N/A	\$47.58	\$47.58
04-3N-23-1840-0007-0010	1706	2019-09-23	1.04	\$57,428.00	\$398.93	\$398.93	\$398.93
21-3N-23-0000-0017-0010	1709	2019-09-23	3.59	\$0.00	\$0.00	\$0.00	\$0.00
35-3N-24-0000-0007-0050	1721	2019-10-14	9.97	\$39,560.00	\$83.68	\$274.81	\$274.81
35-3N-24-0000-0007-0060	1721	2019-10-14	11.93	\$56,000.00	\$120.20	\$389.01	\$389.01
35-3N-24-0000-0007-0000	1721	2019-10-14	5.91	\$4,227.00	\$31.41	\$29.36	\$29.36
35-3N-24-0000-0007-0040	1721	2019-10-14	9.74	\$38,160.00	\$212.07	\$265.08	\$265.08
35-3N-24-0000-0007-0030	1721	2019-10-14	11.20	\$39,600.00	\$220.07	\$275.09	\$275.09
36-3N-24-0000-0003-001G	1721	2019-10-14	14.01	\$59,600.00	\$414.02	\$414.02	\$414.02
21-3N-23-1670-0014-0010	1723	2019-12-16	0.16	\$58,764.00	N/A	\$408.21	\$408.21
21-3N-23-1670-0013-0040	1727	2020-01-13	0.51	\$54,832.00	N/A	\$380.90	\$380.90
33-4N-23-0000-0056-0000	1733	2020-01-27	2.11	\$296,145.00	N/A	\$2,057.20	\$2,057.20
36-3N-24-0000-0003-001H	1748	2020-01-27	2.77	\$318.00	N/A	\$2.21	\$2.21
04-3N-23-1840-0011-0030	1745	2020-02-24	2.31	\$665,962.00	N/A	\$4,626.17	\$4,626.17
33-4N-23-0000-0057-0040	1750	2020-05-11	1.02	\$193,964.00	N/A	\$1,347.39	\$1,347.39
33-4N-23-0000-0057-0050	1750	2020-05-11	0.90	\$54,921.00	N/A	\$381.51	\$381.51
33-4N-23-0000-0057-0000	1750	2020-05-11	1.01	\$51,357.00	N/A	\$356.76	\$356.76
08-3N-23-0530-0001-0020	1763	2020-05-11	1.52	\$319,413.00	N/A	\$2,218.83	\$2,218.83
15-3N-23-0000-0070-0000	1759	2020-05-11	32.49	\$193,040.00	N/A	\$1,340.97	\$1,340.97
20-3N-23-0000-0119-0000	1756	2020-05-11	0.64	\$263,869.00	N/A	\$1,832.99	\$1,832.99
Right of Way	1760	2020-05-11	4.82	\$0.00	N/A	\$0.00	\$0.00
26-3N-24-0545-0000-0010	1775	2020-07-13	0.44	\$20,250.00	N/A	N/A	\$140.67
26-3N-24-0545-0000-0020	1775	2020-07-13	0.36	\$20,250.00	N/A	N/A	\$140.67
26-3N-24-0545-0000-0030	1775	2020-07-13	0.35	\$211,299.00	N/A	N/A	\$1,467.81
26-3N-24-0545-0000-0040	1775	2020-07-13	0.39	\$20,250.00	N/A	N/A	\$140.67
26-3N-24-0545-0000-0050	1775	2020-07-13	0.52	\$20,250.00	N/A	N/A	\$140.67
26-3N-24-0545-0000-0060	1775	2020-07-13	0.47	\$97,202.00	N/A	N/A	\$675.22
26-3N-24-0545-0000-0070	1775	2020-07-13	0.43	\$243,094.00	N/A	N/A	\$1,688.68
26-3N-24-0545-0000-0100	1775	2020-07-13	0.34	\$112,204.00	N/A	N/A	\$779.44
26-3N-24-0545-0000-0110	1775	2020-07-13	0.35	\$155,679.00	N/A	N/A	\$1,081.44
26-3N-24-0545-0000-0120	1775	2020-07-13	0.35	\$10,800.00	N/A	N/A	\$75.02
26-3N-24-0545-0000-0130	1775	2020-07-13	0.48	\$196,119.00	N/A	N/A	\$1,362.36
26-3N-24-0545-0000-0140	1775	2020-07-13	0.35	\$123,726.00	N/A	N/A	\$859.48
26-3N-24-0545-0000-0160	1775	2020-07-13	0.35	\$124,772.00	N/A	N/A	\$866.74
26-3N-24-0545-0000-0170	1775	2020-07-13	0.35	\$134,399.00	N/A	N/A	\$933.62
26-3N-24-0545-0000-0150	1775	2020-07-13	0.35	\$74,193.00	N/A	N/A	\$515.39
26-3N-24-0545-0000-0180	1775	2020-07-13	0.36	\$22,950.00	N/A	N/A	\$159.42
26-3N-24-0545-0000-0190	1775	2020-07-13	0.35	\$20,250.00	N/A	N/A	\$140.67
26-3N-24-0545-0000-0200	1775	2020-07-13	0.35	\$131,279.00	N/A	N/A	\$911.94
26-3N-24-0545-0000-0210	1775	2020-07-13	0.35	\$115,297.00	N/A	N/A	\$800.92
26-3N-24-0545-0000-0220	1775	2020-07-13	0.34	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0545-0000-0230	1775	2020-07-13	0.34	\$188,775.00	N/A	N/A	\$1,311.34
26-3N-24-0545-0000-0240	1775	2020-07-13	0.34	\$93,809.00	N/A	N/A	\$651.65
26-3N-24-0545-0000-0250	1775	2020-07-13	0.34	\$109,888.00	N/A	N/A	\$763.35
26-3N-24-0545-0000-0260	1775	2020-07-13	0.35	\$168,908.00	N/A	N/A	\$1,173.34
26-3N-24-0545-0000-0270	1775	2020-07-13	0.37	\$142,190.00	N/A	N/A	\$987.74
26-3N-24-0545-0000-0280	1775	2020-07-13	0.45	\$165,196.00	N/A	N/A	\$1,147.55
26-3N-24-0545-0000-0290	1775	2020-07-13	0.34	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0545-0000-0300	1775	2020-07-13	0.34	\$129,497.00	N/A	N/A	\$899.56
26-3N-24-0545-0000-0310	1775	2020-07-13	0.34	\$68,324.00	N/A	N/A	\$474.62
26-3N-24-0545-0000-0320	1775	2020-07-13	0.34	\$105,918.00	N/A	N/A	\$735.77
26-3N-24-0545-0000-0330	1775	2020-07-13	0.35	\$260,767.00	N/A	N/A	\$1,811.44
26-3N-24-0545-0000-0340	1775	2020-07-13	0.34	\$41,185.00	N/A	N/A	\$286.10
26-3N-24-0545-0000-0370	1775	2020-07-13	0.34	\$65,403.00	N/A	N/A	\$454.33
26-3N-24-0545-0000-0380	1775	2020-07-13	0.35	\$62,105.00	N/A	N/A	\$431.42
26-3N-24-0545-0000-0390	1775	2020-07-13	0.35	\$230,931.00	N/A	N/A	\$1,604.19
26-3N-24-0545-0000-0400	1775	2020-07-13	0.35	\$2,700.00	N/A	N/A	\$18.76
26-3N-24-0545-0000-0410	1775	2020-07-13	0.35	\$2,700.00	N/A	N/A	\$18.76
26-3N-24-0545-0000-0470	1775	2020-07-13	0.40	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0545-0000-0460	1775	2020-07-13	0.35	\$18,900.00	N/A	N/A	\$131.29
26-3N-24-0545-0000-0450	1775	2020-07-13	0.35	\$124,945.00	N/A	N/A	\$867.94

Annexation Tax Data

Parcel ID	Ordinance Number	Annexation Date	Acreage	Taxable Value	2019 Actual	2020 Actual	2021 Estimated
26-3N-24-0545-0000-0440	1775	2020-07-13	0.35	\$108,426.00	N/A	N/A	\$753.19
26-3N-24-0545-0000-0430	1775	2020-07-13	0.35	\$233,826.00	N/A	N/A	\$1,624.30
26-3N-24-0545-0000-0420	1775	2020-07-13	0.35	\$280,126.00	N/A	N/A	\$1,945.92
26-3N-24-0545-0000-0480	1775	2020-07-13	0.48	\$131,016.00	N/A	N/A	\$910.12
26-3N-24-0545-0000-0490	1775	2020-07-13	0.34	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0545-0000-0500	1775	2020-07-13	0.34	\$83,061.00	N/A	N/A	\$576.99
26-3N-24-0545-0000-0510	1775	2020-07-13	0.34	\$109,715.00	N/A	N/A	\$762.15
26-3N-24-0545-0000-0520	1775	2020-07-13	0.34	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0545-0000-0530	1775	2020-07-13	0.35	\$197,171.00	N/A	N/A	\$1,369.67
26-3N-24-0545-0000-0540	1775	2020-07-13	0.35	\$16,200.00	N/A	N/A	\$112.53
26-3N-24-0545-0000-0550	1775	2020-07-13	0.36	\$16,200.00	N/A	N/A	\$112.53
26-3N-24-0545-0000-0560	1775	2020-07-13	0.36	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0545-0000-0570	1775	2020-07-13	0.40	\$183,476.00	N/A	N/A	\$1,274.53
26-3N-24-0545-0000-0580	1775	2020-07-13	0.34	\$147,120.00	N/A	N/A	\$1,021.98
26-3N-24-0545-0000-0590	1775	2020-07-13	0.36	\$264,751.00	N/A	N/A	\$1,839.12
26-3N-24-0545-0000-0600	1775	2020-07-13	0.35	\$207,530.00	N/A	N/A	\$1,441.63
26-3N-24-0545-0000-0610	1775	2020-07-13	0.35	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0545-0000-0620	1775	2020-07-13	0.36	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0545-0000-0630	1775	2020-07-13	0.37	\$118,480.00	N/A	N/A	\$823.03
26-3N-24-0545-0000-0660	1775	2020-07-13	0.56	\$4,860.00	N/A	N/A	\$33.76
26-3N-24-0545-0000-0690	1775	2020-07-13	0.40	\$170,162.00	N/A	N/A	\$1,182.05
26-3N-24-0545-0000-0700	1775	2020-07-13	0.36	\$65,689.00	N/A	N/A	\$456.32
26-3N-24-0545-0000-0710	1775	2020-07-13	0.34	\$139,778.00	N/A	N/A	\$970.98
26-3N-24-0545-0000-0720	1775	2020-07-13	0.36	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0545-0000-0770	1775	2020-07-13	0.43	\$83,526.00	N/A	N/A	\$580.22
26-3N-24-0545-0000-0730	1775	2020-07-13	0.34	\$21,311.00	N/A	N/A	\$148.04
26-3N-24-0545-0000-0760	1775	2020-07-13	0.40	\$81,136.00	N/A	N/A	\$563.62
26-3N-24-0545-0000-0780	1775	2020-07-13	0.45	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0545-0000-1470	1775	2020-07-13	0.51	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0969-0000-0790	1775	2020-07-13	0.37	\$93,495.00	N/A	N/A	\$649.47
26-3N-24-0969-0000-0800	1775	2020-07-13	0.35	\$195,577.00	N/A	N/A	\$1,358.60
26-3N-24-0969-0000-0810	1775	2020-07-13	0.36	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0969-0000-0820	1775	2020-07-13	0.41	\$92,794.00	N/A	N/A	\$644.60
26-3N-24-0969-0000-0830	1775	2020-07-13	0.38	\$93,447.00	N/A	N/A	\$649.14
26-3N-24-0969-0000-0840	1775	2020-07-13	0.40	\$202,368.00	N/A	N/A	\$1,405.77
26-3N-24-0969-0000-0850	1775	2020-07-13	0.39	\$93,737.00	N/A	N/A	\$651.15
26-3N-24-0969-0000-0860	1775	2020-07-13	0.36	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0969-0000-0870	1775	2020-07-13	0.36	\$138,918.00	N/A	N/A	\$965.01
26-3N-24-0969-0000-0880	1775	2020-07-13	0.35	\$20,250.00	N/A	N/A	\$140.67
26-3N-24-0969-0000-0890	1775	2020-07-13	0.41	\$149,707.00	N/A	N/A	\$1,039.95
26-3N-24-0969-0000-0900	1775	2020-07-13	0.51	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0969-0000-0910	1775	2020-07-13	0.47	\$144,019.00	N/A	N/A	\$1,000.44
26-3N-24-0969-0000-0920	1775	2020-07-13	0.46	\$144,077.00	N/A	N/A	\$1,000.85
26-3N-24-0969-0000-1450	1775	2020-07-13	0.47	\$80,095.00	N/A	N/A	\$556.39
26-3N-24-0969-0000-1460	1775	2020-07-13	0.39	\$174,504.00	N/A	N/A	\$1,212.21
26-3N-24-0969-0000-1490	1775	2020-07-13	0.40	\$83,063.00	N/A	N/A	\$577.01
26-3N-24-0969-0000-1500	1775	2020-07-13	0.46	\$20,250.00	N/A	N/A	\$140.67
26-3N-24-0969-0000-1510	1775	2020-07-13	0.39	\$37,051.00	N/A	N/A	\$257.38
26-3N-24-0969-0000-1520	1775	2020-07-13	0.42	\$118,516.00	N/A	N/A	\$823.28
26-3N-24-0969-0000-1530	1775	2020-07-13	0.43	\$55,565.00	N/A	N/A	\$385.99
26-3N-24-0970-0000-0930	1775	2020-07-13	0.39	\$117,325.00	N/A	N/A	\$815.01
26-3N-24-0970-0000-1420	1775	2020-07-13	0.59	\$75,745.00	N/A	N/A	\$526.17
26-3N-24-0970-0000-1410	1775	2020-07-13	0.51	\$141,263.00	N/A	N/A	\$981.30
26-3N-24-0970-0000-1390	1775	2020-07-13	0.35	\$128,517.00	N/A	N/A	\$892.76
26-3N-24-0970-0000-1400	1775	2020-07-13	0.40	\$187,892.00	N/A	N/A	\$1,305.21
26-3N-24-0970-0000-1380	1775	2020-07-13	0.36	\$18,801.00	N/A	N/A	\$130.60
26-3N-24-0970-0000-1370	1775	2020-07-13	0.36	\$92,068.00	N/A	N/A	\$639.56
26-3N-24-0970-0000-1360	1775	2020-07-13	0.36	\$124,356.00	N/A	N/A	\$863.85
26-3N-24-0970-0000-1350	1775	2020-07-13	0.47	\$0.00	N/A	N/A	\$0.00
26-3N-24-0970-0000-1340	1775	2020-07-13	0.47	\$66,036.00	N/A	N/A	\$458.73
26-3N-24-0970-0000-1330	1775	2020-07-13	0.53	\$140,496.00	N/A	N/A	\$975.97
26-3N-24-0970-0000-1320	1775	2020-07-13	0.49	\$217,035.00	N/A	N/A	\$1,507.66
26-3N-24-0970-0000-1310	1775	2020-07-13	0.34	\$68,442.00	N/A	N/A	\$475.44
26-3N-24-0970-0000-1300	1775	2020-07-13	0.35	\$31,675.00	N/A	N/A	\$220.03
26-3N-24-0970-0000-1290	1775	2020-07-13	0.35	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0970-0000-1280	1775	2020-07-13	0.35	\$71,244.00	N/A	N/A	\$494.90

Annexation Tax Data

Parcel ID	Ordinance Number	Annexation Date	Acreage	Taxable Value	2019 Actual	2020 Actual	2021 Estimated
26-3N-24-0970-0000-1270	1775	2020-07-13	0.35	\$69,141.00	N/A	N/A	\$480.29
26-3N-24-0970-0000-1260	1775	2020-07-13	0.35	\$137,921.00	N/A	N/A	\$958.08
26-3N-24-0970-0000-1250	1775	2020-07-13	0.46	\$17,945.00	N/A	N/A	\$124.66
26-3N-24-0970-0000-1240	1775	2020-07-13	0.52	\$168,215.00	N/A	N/A	\$1,168.52
26-3N-24-0970-0000-1230	1775	2020-07-13	0.64	\$8,100.00	N/A	N/A	\$56.27
26-3N-24-0970-0000-1220	1775	2020-07-13	0.54	\$10,800.00	N/A	N/A	\$75.02
26-3N-24-0970-0000-1200	1775	2020-07-13	0.84	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0970-0000-0940	1775	2020-07-13	0.36	\$0.00	N/A	N/A	\$0.00
26-3N-24-0970-0000-0950	1775	2020-07-13	0.34	\$213,129.00	N/A	N/A	\$1,480.52
26-3N-24-0970-0000-0980	1775	2020-07-13	0.34	\$13,500.00	N/A	N/A	\$93.78
26-3N-24-0970-0000-0990	1775	2020-07-13	0.39	\$133,658.00	N/A	N/A	\$928.47
26-3N-24-0970-0000-1000	1775	2020-07-13	0.73	\$200,186.00	N/A	N/A	\$1,390.61
26-3N-24-0970-0000-1020	1775	2020-07-13	0.36	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0970-0000-1030	1775	2020-07-13	0.34	\$238,174.00	N/A	N/A	\$1,654.50
26-3N-24-0970-0000-1040	1775	2020-07-13	0.40	\$92,372.00	N/A	N/A	\$641.67
26-3N-24-0970-0000-1080	1775	2020-07-13	0.36	\$27,000.00	N/A	N/A	\$187.56
26-3N-24-0970-0000-1090	1775	2020-07-13	0.33	\$189,697.00	N/A	N/A	\$1,317.75
26-3N-24-0970-0000-1100	1775	2020-07-13	0.34	\$99,847.00	N/A	N/A	\$693.60
26-3N-24-0970-0000-1110	1775	2020-07-13	0.34	\$97,151.00	N/A	N/A	\$674.87
26-3N-24-0970-0000-1120	1775	2020-07-13	0.34	\$215,903.00	N/A	N/A	\$1,499.79
26-3N-24-0970-0000-1130	1775	2020-07-13	0.35	\$119,904.00	N/A	N/A	\$832.93
26-3N-24-0970-0000-1140	1775	2020-07-13	0.40	\$248,593.00	N/A	N/A	\$1,726.88
26-3N-24-0970-0000-1150	1775	2020-07-13	0.37	\$102,038.00	N/A	N/A	\$708.82
26-3N-24-0970-0000-1160	1775	2020-07-13	0.39	\$129,095.00	N/A	N/A	\$896.77
26-3N-24-0000-0004-0020	1775	2020-07-13	0.13	\$2,086.00	N/A	N/A	\$14.49
26-3N-24-0545-0000-0640	1775	2020-07-13	0.94	\$157,490.00	N/A	N/A	\$1,094.02
26-3N-24-0970-0000-0960	1775	2020-07-13	0.31	\$119,890.00	N/A	N/A	\$832.83
26-3N-24-0970-0000-0970	1775	2020-07-13	0.38	\$201,085.00	N/A	N/A	\$1,396.86
26-3N-24-0545-0000-0090	1775	2020-07-13	0.35	\$70,252.00	N/A	N/A	\$488.01
26-3N-24-0545-0000-008A	1775	2020-07-13	0.36	\$224,940.00	N/A	N/A	\$1,562.57
26-3N-24-0545-0000-0680	1775	2020-07-13	0.98	\$161,575.00	N/A	N/A	\$1,122.40
26-3N-24-0545-0000-0350	1775	2020-07-13	0.69	\$75,185.00	N/A	N/A	\$522.28
26-3N-24-0970-0000-1070	1775	2020-07-13	1.32	\$139,628.00	N/A	N/A	\$969.94
26-3N-24-0000-0004-0000	1775	2020-07-13	129.01	\$399,397.00	N/A	N/A	\$2,774.45
26-3N-24-0969-0000-1430	1775	2020-07-13	0.41	\$141,600.00	N/A	N/A	\$983.64
26-3N-24-0969-0000-1440	1775	2020-07-13	0.44	\$94,046.00	N/A	N/A	\$653.30
26-3N-24-0545-0000-0750	1775	2020-07-13	0.51	\$126,164.00	N/A	N/A	\$876.41
26-3N-24-0545-0000-075A	1775	2020-07-13	0.35	\$21,311.00	N/A	N/A	\$148.04
26-3N-24-0970-0000-1170	1775	2020-07-13	1.10	\$0.00	N/A	N/A	\$0.00
04-3N-23-1840-0006-0010	1770	2020-08-10	0.72	\$97,781.00	N/A	\$679.25	\$679.25
16-3N-23-0000-0039-0000	1777	2020-09-14	2.78	\$210,781.00	N/A	\$1,464.21	\$1,464.21
32-4N-23-0000-0020-0010	1786	2020-10-12	3.00	\$158,378.00	N/A	N/A	\$1,100.19
04-3N-23-0000-0029-0000	1802	2021-03-08	38.24	\$467,576.00	N/A	N/A	\$3,248.06
05-3N-23-0000-0005-0000	1802	2021-03-08	5.86	\$970,846.00	N/A	N/A	\$6,744.08
09-3N-23-0000-0011-0000	1802	2021-03-08	2.25	\$68,002.00	N/A	N/A	\$472.38
28-3N-23-0000-0005-0000	1793	2021-03-08	0.86	\$105,808.00	N/A	N/A	\$735.01
28-3N-23-0000-0004-0010	1793	2021-03-08	0.11	\$5,031.00	N/A	N/A	\$34.95
28-3N-23-0000-0002-0000	1799	2021-03-08	7.90	\$189,388.00	N/A	N/A	\$1,315.60
04-3N-23-1840-0010-0010	1796	2021-03-08	2.60	\$667,604.00	N/A	N/A	\$4,637.58
21-3N-23-0000-0017-0140	1814	2021-04-26	6.86	\$86,269.00	N/A	N/A	\$599.28
06-2N-23-0000-0008-0050	1817	2021-04-26	2.00	\$31,240.00	N/A	N/A	\$217.01
32-3N-23-0000-0057-002B	1820	2021-04-26	2.93	\$7,896.00	N/A	N/A	\$54.85
05-3N-23-0000-0003-0000	1824	2021-05-24	115.94	\$96,307.00	N/A	N/A	\$669.01
Totals:	28		501.90		\$2,449.68	\$20,138.90	\$143,084.36

Total **\$165,672.94**



Staff Report

CITY COUNCIL MEETING DATE: August 23, 2021

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Elizabeth Roy
DATE: 8/19/2021
SUBJECT: Resolution 2021-23 City Government Week

BACKGROUND:

Each year the City of Crestview participates in City Government Week. This week is a time when communities all over the state of Florida take time to recognize the hard work provided throughout the year by the individuals who work in local government. The week is also spent recognizing the positive impact of local government elected officials and volunteers.

DISCUSSION:

This year, Florida City Government Week is the week of October 18th -24th. During this week, elected officials and staff will have an opportunity to spend time in the community connecting with citizens through a series of activities.

The City Clerk is collecting suggestions for activities for the week. Council members are encouraged to get with the Clerk and provide their ideas.

The attached resolution will officially declare the week of October the 18th as Florida City Government Week.

GOALS & OBJECTIVES

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

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

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

All Financial impacts are provided for in the 2022 Fiscal Year Budget

RECOMMENDED ACTION

Staff respectfully requests that the Council adopt Resolution 2021-23

Attachments

1. Florida City Government Week Packet

RESOLUTION: 2021-23

**A RESOLUTION OF THE CITY OF CRESTVIEW,
FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK,
OCTOBER 18-24, 2021, AND ENCOURAGING ALL CITIZENS TO
SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

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

Section 1. That the City of Crestview encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

Section 2. That the City of Crestview encourages educational partnerships between city government and schools, as well as civic groups and other organizations.

Section 3. That the City of Crestview supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

PASSED AND ADOPTED IN REGULAR SESSION THIS 23rd DAY OF AUGUST, 2021

CITY OF CRESTVIEW, FLORIDA

JB Whitten, Mayor

Attest:

Elizabeth M. Roy, City Clerk



A Toolkit for Celebrating What Makes Your City Great



FLORIDA CITY GOVERNMENT WEEK
HELD ANNUALLY IN OCTOBER

#FLCityWeek



During **Florida City Government Week**, held annually in October, cities across the state celebrate, showcase and engage citizens in the work of municipal government.

Florida City Government Week is a time for municipalities to provide and foster civic education, collaboration, volunteerism and more. All cities are encouraged to participate, and the Florida League of Cities is here to help you celebrate what makes your city great.

Visit the Florida City Government Week portal, FLCityWeek.com, for this year's dates.

Cities provide a higher level of service than most governments and generally receive higher approval ratings than other levels of government. Yet, many residents are unaware of how city services impact their lives. Through **Florida City Government Week**, the League hopes to bring awareness to city government's role in enhancing the quality of life in communities.

Civic engagement activities can be held for citizens of all ages. Most are at no or low cost. Cities are encouraged to involve their local schools, civic clubs, organizations, businesses and media in planning **Florida City Government Week** activities through:

Sharing: Showcase facilities; municipal employee jobs; equipment; and fire, police or utility vehicles. Host city hall open houses, have a breakfast with the mayor or bring students into the council chambers.

Service: Coordinate community service and volunteering events in partnership with local organizations.

Talent: Hold an essay, photography, multimedia, video or design showcase or contest.

This packet includes ideas and materials for celebrating **Florida City Government Week**, publicity tips and strategies, a sample press release and a sample resolution.

More information and resources, as well as a downloadable **Florida City Government Week** logo, are available at FLCityWeek.com. If you've never participated and would like additional ideas, check out the Quick Links on the portal to view how cities across Florida have celebrated in the past.

Cities are encouraged to use social media to celebrate and promote their events using the hashtag **#FLCityWeek** and to share event reminders, updates and interesting facts via Twitter and Facebook.

When your event is over, please share photos and a summary of your activities with the Florida League of Cities using the submission form at FLCityWeek.com, so we can include them in *Quality Cities* magazine.

If you have any questions, contact Sharon Berrian or Eryn Russell at 850.222.9684.

LEVEL ONE: SIMPLE, LOW- TO NO-COST ACTIVITIES

Adopt a resolution. Explain the importance of Florida City Government Week to residents at a council meeting, and adopt a resolution to recognize the week. (A sample resolution is enclosed.)

Offer tours of city hall and/or individual departments. Host an open house at city hall or city facilities/departments (e.g., fire department, police department or wastewater treatment facility). Hold tours so that attendees can meet city employees to learn about the services their city provides and showcase city equipment for residents to see. For students, coordinate with schools for group tours. Work with teachers in advance so students are prepared before the event.

Send out guest speakers: elected officials and/or staff. Contact local schools, afterschool programs and civic clubs to coordinate general or specific information sessions based on audience age, from youth to senior citizens.

Coordinate a story hour at a library, city hall or recreation center. Invite youth to attend, and have a special guest reader such as a firefighter, city manager, councilmember or the mayor.

Host a "coffee with a council/commission member or the mayor" at city hall. During this meeting, residents and business owners can ask questions and hear updates on city projects and issues. This casual dialogue can also be held as a "walk with a council/commission member or the mayor" at a local park or trail.

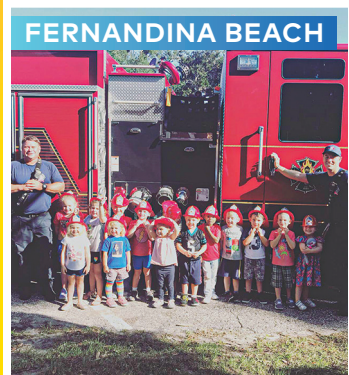
Get social. Your cities social media pages can be used for a variety of activities. Post photos of city staff members with an introduction, share the League's *City Government 101* video at bit.ly/3bAK93V or engage your residents with daily trivia questions.

LEVEL TWO: ACTIVITIES REQUIRING HIGHER LEVEL OF COORDINATION

Hold town halls. Advertise and coordinate these meetings away from city hall. This is a great way to meet face to face with residents who may not normally participate in city activities. Introduce elected officials and staff, and explain the roles they play. Address current and future city projects, and seek citizen input.

Sponsor an essay, poster or photo contest. Coordinate with area schools for an essay or poster contest. Photo contest can be citywide. Winners could be recognized at a city council meeting, and winning entries could be publicized on social media and the city's website.

Reach out to the business community. Host an open house in partnership with the local chamber of commerce's "business-after-hours" program to highlight city services and upcoming projects and obtain input on city initiatives.



Create an “adopt-a-school” program. Coordinate various municipal departments to “adopt” a school or school department to enhance curricula involving city government. Assist educators in developing learning materials. Coordinate throughout the year.

LEVEL THREE: ACTIVITIES REQUIRING MORE PLANNING AND RESOURCES

Sponsor a community service day or week.

Coordinate with city staff and elected officials, local volunteer groups, charity and nonprofit organizations, schools and civic clubs. Some ideas include a clean-up beautification project at a city park, a workday at the animal shelter or spearheading a conservation initiative.

Work with local high school(s) to create a youth council program or student advisory committee.

These citywide advisory boards provide advice and counsel to the council/commission. The board also implements and participates in youth-identified community initiatives. For more information, view the League’s *Youth Council Development Guide*, available on the League’s website at bit.ly/3dlob5T.

Allow for shadowing. Work with teachers to match students with city leaders and department heads. Provide materials to help students prepare for and understand job requirements.

Hold mock city council meetings. Have city officials go into the schools, or invite students into council chambers, to tackle a real-life issue. Coordinate ahead of time with teachers so that students familiarize themselves with the procedures and rules for running a council meeting and the roles of elected officials, department heads and residents.

Host a career fair. Advertise existing career opportunities, and invite adults who may be interested/qualified to apply for the job(s). For youth, showcase various positions in city government and their related hiring requirements and duties to expose the students to the wide variety of careers available with their city. Have city staff members on hand to answer questions.

Work with local schools to host a trivia day/contest for students. Kids love games, and what better way to showcase municipal facts and services than by testing their knowledge in a fun way. It could be set up as a Jeopardy-type competition within a single class or among several classes. Students spend time at school studying facts about city government and their city, then face off in a competition to test their knowledge.

Develop a citizens’ academy. A citizens’ academy is an excellent way to educate residents, build positive relationships and increase communication between city government officials and citizens, as well as inspire future municipal leaders. For more information, view the League’s *Guide to Creating a Citizens’ Academy*, by using the search function on the League’s website.

PUBLICITY TIPS AND STRATEGIES

Know your media audiences. Typically, consumers of traditional media differ demographically from those on social media. Target audiences in a way that speaks to each of them.

Involve print, television and radio outlets as early as possible. Send a press release with the schedule and description of activities and/or a special



article or editorial authored by city hall leaders. Designate a contact for media inquiries if you do not already have one. (A sample press release is enclosed.)

Consider scheduling an interview about your project on a local television or radio talk show and your cable-access channel.

In addition to including your activities on the city's event calendar, have them posted on all applicable community calendars.

Shoot and share photographs with print/online outlets throughout the week. A great photograph goes a long way, and most need only to be sent to print media outlets with a short description. Photos may also be saved for use on your website and to publicize next year's city government week. Smartphones now shoot as well, if not better, than point-and-shoot cameras.

GET CREATIVE WITH DIGITAL AND SOCIAL MEDIA

Post all materials, activities, rules and schedules on your city's website and social media pages. Encourage citizens to visit to learn more. Driving traffic to your website and social media platforms will allow citizens to see what other services your city offers.

Use the Florida City Government Week hashtag, #FLCityWeek, when promoting your activities on social media, and tag the Florida League of Cities with @FLCities. Encourage all involved in related activities to use the tags. Using hashtags connects your posts with similar content. They can also allow cities to view a running list of #FLCityWeek content from across the state and locally in real time. Cities may then Facebook share, re-Tweet or repost photos and videos on Instagram. To comply with Instagram's Terms of Use, contact the Instagram user whose content you want to reproduce and obtain written permission.

Include links to your social media outlets via your website to further advertise upcoming events, contests and information. This will likely generate an increase in the overall "likes" and followings of your social outlets, which will help in the future to communicate with citizens during, for instance, weather emergencies.

Introduce citizens to upcoming activities on Facebook. Create individual public Facebook event pages and encourage citizens to share via their personal pages, "tag" friends who may be interested in attending and "RSVP" on event pages.

Ask partners, local businesses and sponsors to share your activities through their own social outlets and to tag your city in the process. Tag them back with public thanks. This provides them with free publicity and shows that they're supporting the community: a win-win.

Send thank-you letters to newspaper reporter/editors if you receive favorable press on the event and to others who assisted in publicizing your Florida City Government Week events.



MARGATE



NORTH MIAMI



PARKLAND



WINTER PARK

SAMPLE CITY PRESS RELEASE

PRESS RELEASE FOR IMMEDIATE RELEASE

Contact: _____ (name)
_____ (phone)
_____ (email)

**(Name of City) CELEBRATES FLORIDA CITY GOVERNMENT WEEK:
October _____**

The City of _____ will be joining cities throughout the state in celebrating Florida City Government Week, October _____.

Because city government is the government closest to most citizens and the one with the most direct daily impact upon its residents, it is important that residents understand how their city operates, the services it provides and the importance of their active involvement. The theme "My City: I'm Part of It, I'm Proud of It" will guide this year's activities.

"Florida City Government Week is an opportunity to help our residents become more informed about the many services we provide, which will lead to more knowledgeable citizen participation in the future," said Mayor/City Manager _____. "We are excited about this year's activities and hope to engage [include whom the program is for: students, all residents, senior citizens] in our upcoming events."

Events planned for the week are (list activities, dates, times and locations).

Florida City Government Week, sponsored by the Florida League of Cities, is a weeklong celebration that raises awareness about the importance of municipal government and its daily impact on residents. The League is the official organization of the municipal governments in Florida.

[It would be good to get a quote from school officials or other groups that you involved in the project.]

Note: Include specific information about your city, keeping information to the point and brief. Press releases are more effective when limited to one or two pages. You may want to follow up with phone calls to your local media representatives to personally invite them to your city's events. If the public is invited to an event, say so, and provide relevant details.

SAMPLE RESOLUTION

Florida City Government Week

A RESOLUTION OF THE CITY OF _____ RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER _____, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF _____ AS FOLLOWS:

Section 1. That the City of _____ encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

Section 2. That the City of _____ encourages educational partnerships between city government and schools, as well as civic groups and other organizations.

Section 3. That the City of _____ supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

PASSED AND ADOPTED by the City of _____.

Dated this _____ day of _____, 2020

#FLCityWeek





Staff Report

CITY COUNCIL MEETING DATE: August 23, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Chuck Powell, Director
DATE: 8/19/2021
SUBJECT: Wilson Street Park Splash Pad

BACKGROUND:

Beginning in 2016, the City of Crestview and the Crestview CRA began working with Okaloosa County for the development of the property that housed the old Piggly Wiggly building on Wilson Street into a park and parking lot in the downtown area.

The CRA provided aid to Okaloosa County for the procurement of the Property, the design of the park, and the improvements to the parking areas. The parking area adjacent to Gordon Martial Arts was added to the development area in December of 2019.

During fiscal years 2020 and 2021, Okaloosa County and the City of Crestview worked on the completion of the park and parking area to include grassy areas and restroom facilities. In August of 2021, the Crestview Rotary Club held a fundraiser to place a splash pad in the new park area.

DISCUSSION:

The total cost of the project is estimated to be \$37,999.10. The following items will be required for successful completion.

Splash Pad	\$29,199.10
Logo Design	3,750.00
Bronze Plaque	2,400.00
Misc. Supplies & Labor	<u>2,650.00</u>
Total	\$37,999.10
Rotary Club Donation	<u>(30,500.00)</u>
City Obligation	\$ 7,499.10

The splash pad is the largest of the expenditures related to this project. After careful consideration and research, staff determined Rain Drop Products, distributed through Struthers Recreation would be the most suitable vendor for the splash pad due to price, style and fit. This requested purchase would "piggyback" Sourcewell contract number #010521 with Rain Drop Products, LLC. Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment for it's members so those members do not have to duplicate the solicitation process.

Attached documentation has been obtained and provided to meet the piggyback purchasing requirements set forth in the City's current purchasing manual. These have been reviewed and approved by the finance department.

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 total cost of the project is estimated to be \$37,999.10 with a donation from the Crestview Rotary Club of \$30,500.00. The logo design and bronze plaque (\$6,150.00) will be funded through the beautification and improvements budget in the City's Community Redevelopment Agency with the remaining expenditures of \$1,349.10 available in the facility maintenance division budget.

RECOMMENDED ACTION

Staff respectfully requests City Council approval of the Wilson Street Park project with a "not to exceed cost" of \$37,999.10 and approval to "piggyback" off of Sourcewell Contract #010521 for the purchase of the splash pad.

Attachments

1. Splash Pad (4)
2. Waterplay Contract 010521
3. RFP and Addendums-Playground Waterplay 010521
4. Please_DocuSign_Proposal_Opening_Record-Play
5. Solicitation Approval
6. Prop. Eval.- Playground Waterplay 010521



P.O. Box 1178
 Pelham, AL 35124
 P:205.663.5058 F:205.663.5012
 www.struthersrecreation.com

07/21/2021
 Quote #101244-01-01

Wilson Street Park Splash Pad Supervised Installation

City of Crestview Parks and Recreation
 Attn: Chuck Powell
 100 North Hathaway St
 Crestview, FL 32539
 Phone: 850-682-6132
 Fax: 850-682-1754
 chuckpowell@cityofcrestview.org

Ship to Zip 32562

Quantity	Part #	Description	Unit Price	Amount
5	UPJT-007-OM	Rain Drop - Upstream Jet - OM	\$495.00	\$2,475.00
1	BSWV-001-OM	Rain Drop - Basket Weave - OM	\$575.00	\$575.00
1	BOL-005	Rain Drop - Bollard Activator	\$3,055.00	\$3,055.00
1	ZPP-TMR-008	Rain Drop - Timer Panel - 1 Timer for 4 Areas	\$2,355.00	\$2,355.00
1	MANIFOLD-4	Rain Drop - 4" Manifold	\$1,200.00	\$1,200.00
6	BLV-MFD-UNN-1	Rain Drop - 1" Ball Valve Assembly - Tru Union for Manifold	\$135.00	\$810.00
1	PSOL-2-001	Rain Drop - 2" Pressure Control Valve Assembly	\$725.00	\$725.00
1	VAKPAK	Vak Pak - Vak Pak Enclosure for Controller and Manifold	\$10,626.00	\$10,626.00
1	SPRAY DECK	Other Manufacturer - SGM Spray Deck with up to 2 Colors- 315 sqft, 20' diameter circle	\$2,175.00	\$2,175.00
1	INSTALLATION	Struthers Recreation - Supervised Installation - 5 Days	\$6,853.00	\$6,853.00
			Sub Total	\$30,849.00
			Discount	(\$3,084.90)
			Freight	\$1,435.00
			Total	\$29,199.10

Comments

Sourcewell Contract Pricing - Contract #010521

Water to waste splash pad. Drains not included, provided by others. 2" water line and 25 PSI required at the manifold. Backflow preventer provided by others. Owner is responsible for bringing water and electrical to the site. Price excludes extensive grade work, landscaping, and utility tie-in. Price does not include excavation should hardpan, caliche rock, or other materials be encountered during construction. Removal of these materials requiring the use of a compressor or blasting materials is not covered in this proposal.

Pricing: Quotes are valid for 30 days from date of quotation. **Pricing may change after 30 days.** If ship to zip code changes, freight may change.

UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS

Wilson Street Park Splash Pad Supervised Installation

Acceptance of quotation:

SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: **\$29,199.10**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

Wilson Street Park Splash Pad Supervised Installation

TERMS AND CONDITIONS OF SALE Required for Complete Order: **Purchase Order or Signed quote**, 50% down and 50% net 30 after delivery or installation with credit approval or 100% payment with order, complete billing & shipping address w/ contact names and phone numbers, and color selections. Contractors provide fully executed bid/performance/payments bonds as applicable. Pricing: f.o.b. factory, firm for 30 days from date of quotation. Acceptance of this Transaction: constitutes entire agreement between buyer and seller. Failure to pay when agreed is basis for legal action to be taken. Buyer agrees to pay all legal costs for collection and reasonable attorney fees, and hereby waives rights of exemption as to personal property under the laws of the state of Alabama or any other state. In connection with this transaction, a finance charge will be imposed on the past due balance at an annual percentage rate of 18%, or 1-1/2% per month. Delivery Schedule: Upon written notification of order (with or without installation services) delivery will be made in appx. 45-60 days. Customer has 10 days after ordering to make request to delay ship date if site will not be ready. All efforts will be made to accommodate requests, but no change is guaranteed. Freight carrier is instructed to call 24 hours in advance to arrange delivery. Returned Goods: Returned goods are subject for a restocking fee of 30% in addition to both the outbound and inbound freight charges. Goods must be packaged to protect against damage in transit in accordance with best commercial practices. Labor and material costs to make returned goods merchantable will be deducted from any credit. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. To be eligible for credit, returned good must be received at manufacturer within 45 days of issuance of a returned goods authorization number. Unloading: Unless unloading service is contracted, unloading of delivery truck is responsibility of customer. Forklift may be required. If unloading, customer is responsible for accepting and noting any damages or shortages on the freight bill and inspecting/inventorying equipment upon receipt. Customer must notify our office immediately of any discrepancies. Freight carrier is instructed to call your designated contact 24 hours in advance to arrange delivery. **If job site is not prepared and ready for installation when equipment delivers, any pre-existing unloading agreement is voided and customer is responsible for truck unloading and equipment storage.** Additionally Insured: Any entity or person named as additionally insured, add \$150.00 per each occurrence. **TERMS AND CONDITIONS IF CONTRACTING INSTALLATION SERVICES** Utilities: Customer is responsible for the location and marking of all underground utilities and sprinklers prior to installation. Struthers Recreation, LLC. is not responsible for damages or repairs to any form of underground utility or sprinklers. Equipment Layout: To be as illustrated & accepted on submitted drawings. Any requested changes may result in additional charges. **Site Conditions: Installation quotations are based on a prepared level surface (slope not to exceed 1/2" over 25'), and open truck access to the area. We require a 10' wide path into the site and unloaded equipment to be within 100'. Please notify estimator of site concerns to ensure proper quotation. If installation crew arrives and installation cannot be performed due to unprepared surface or inadequate access, an additional \$1,500.00 will be charged for return trip.** Pier spoils from installation shall be spread at site. Site will be left rough grade. Upcharge of \$65.00 per hour per man plus necessary equipment rental will be added for installation in rock, concrete or existing asphalt. Removal of existing equipment, trees, etc. is by others unless specifically contracted. Machinery Use: Installation requires the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc. be completed after installation of equipment and/or surfacing. Struthers Recreation, LLC. is not responsible for damage to grass or other site features due to normal, necessary equipment use. Please notify estimator to discuss concerns prior to accepting quotation in case revisions are needed. Waste Disposal: Dumpster or approved dumping area must be provided for packaging and other waste during installation. Struthers Recreation, LLC. is not responsible for removing waste from the property unless specifically contracted. Security: Struthers Recreation, LLC. is pleased to supply & install your equipment in a timely, professional manner. Upon completion, the equipment is secured with tape to discourage play and allow concrete to dry for 72 hours. Premature play will cause equipment to become loose in the concrete footings. Customer is responsible for prohibiting access to equipment during this critical drying time. Struthers Recreation, LLC. is not responsible for equipment that becomes loose in the concrete due to premature access or events beyond our control. If purchasing rubber safety surfacing, the 72 hour waiting period also applies. Premature access will leave imprints in rubber surfacing. Customer is responsible for security.

Struthers Recreation, LLC.

DATE

CUSTOMER

DATE

PRICE INCLUDES SUPERVISED INSTALLATION ONLY. OWNER IS RESPONSIBLE FOR RUNNING ALL ELECTRICAL AND PLUMBING TO WITHIN 5' OF THE RECIRCULATION SYSTEM. OWNER WILL SUPPLY ALL PIPING, FITTINGS, BUSHINGS, CONDUIT, CONCRETE, AGGREGATE, SAND, CHEMICALS, HEAVY EQUIPMENT, AND ALL OTHER MATERIALS NEEDED TO COMPLETE CONSTRUCTION. ONE (1) DAY OF START UP AND EQUIPMENT OPERATION TRAINING WILL BE PROVIDED.



Rain Drop

Project 1771611

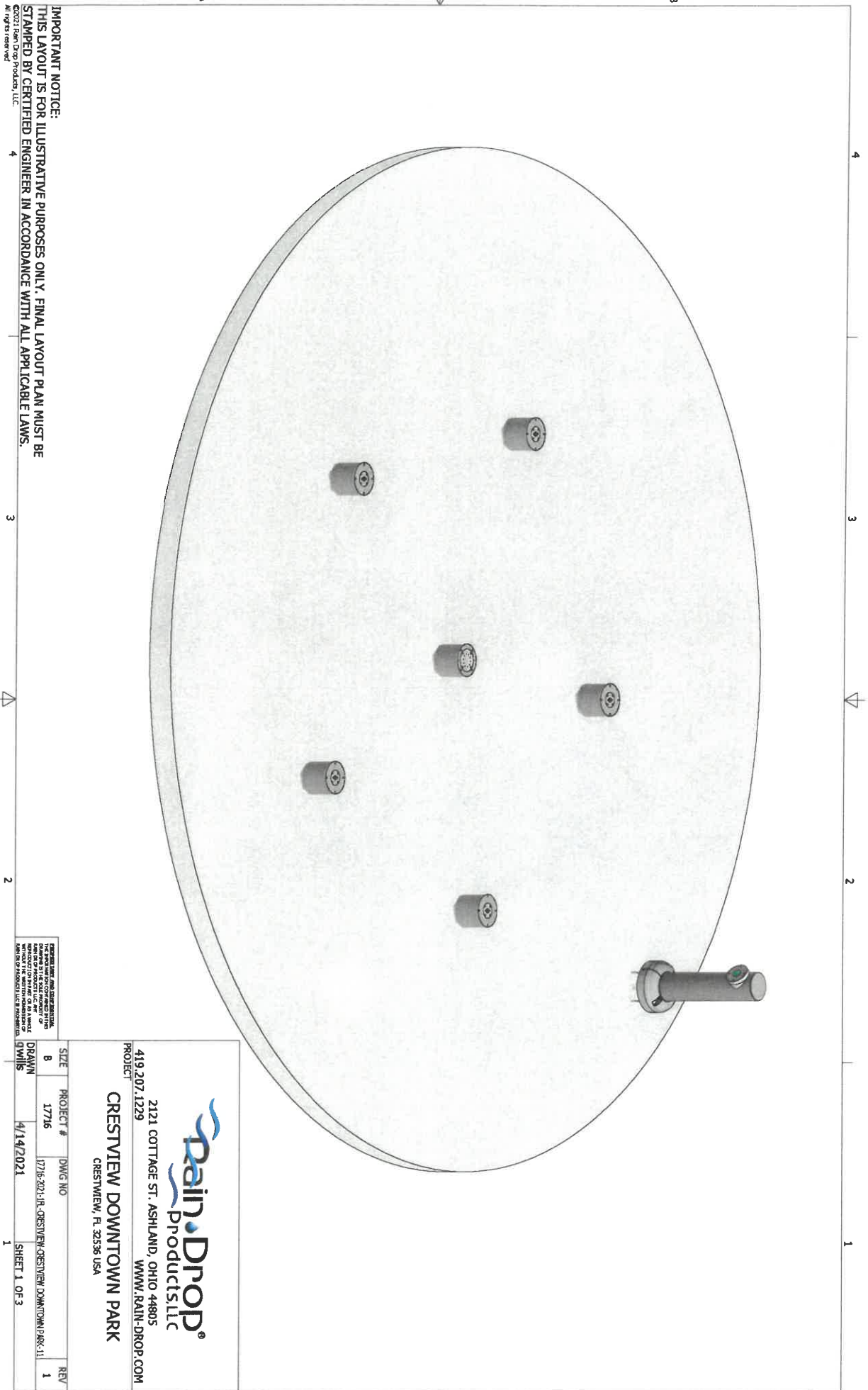
Ashland, OH - 800.343.6063 - www.rain-drop.com
For presentation purposes only. Size, color, and placement may vary.

Rain•Drop

Project 1771611

Ashland, OH - 800.343.6063 - www.rain-drop.com
For presentation purposes only. Size, color, and placement may vary.

IMPORTANT NOTICE:
 THIS LAYOUT IS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT PLAN MUST BE
 STAMPED BY CERTIFIED ENGINEER IN ACCORDANCE WITH ALL APPLICABLE LAWS.
 ©2021 Rain Drop Products, LLC.
 All rights reserved.



DESIGNED BY: JAMES J. JONES, JR., P.E.
 DRAWN BY: JAMES J. JONES, JR., P.E.
 CHECKED BY: JAMES J. JONES, JR., P.E.
 APPROVED BY: JAMES J. JONES, JR., P.E.

SIZE	PROJECT #	DWG NO	REV
8	17716	17716-2021-RF-CRESTVIEW-CRESTVIEW DOWNTOWN PARK-11	1
DRAWN	9/14/2021		
WILLS			

Rain Drop®
 Products, LLC
 2121 COTTAGE ST. ASHLAND, OHIO 44805
 419.207.1229
 WWW.RAIN-DROP.COM
 PROJECT
 CRESTVIEW DOWNTOWN PARK
 CRESTVIEW, FL 32536 USA

C:\wate\workspace\Design\2021\17716-2021-RF-CRESTVIEW-CRESTVIEW DOWNTOWN PARK-11.dwg



**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Waterplay Solutions Corp., 805 Crowley Avenue, Kelowna British Columbia Canada V1Y 7G6 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

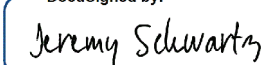
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

2/15/2021 | 10:33 PM CST
Date: _____

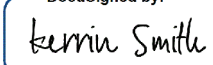
Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO

2/15/2021 | 10:44 PM CST
Date: _____

Waterplay Solutions Corp.

DocuSigned by:

6192CC9B57C84A8...
By: _____
Kerrin Smith
Title: Vice President Strategic Growth and
Customer Experience

2/15/2021 | 1:23 PM PST
Date: _____

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: Waterplay Solutions
Address: 805 Crowley Avenue
Kelowna, British Columbia V1Y 7G6
Contact: Lynn Noel
Email: sales@waterplay.com
Phone: 250-712-3393 118
Fax: 250-861-4841
HST#: GST No. 819016399

Submission Details

Created On: Friday November 20, 2020 15:46:04
Submitted On: Tuesday January 05, 2021 13:13:40
Submitted By: Lynn Noel
Email: sales@waterplay.com
Transaction #: 91bd448c-52c3-424f-9fb1-4c820de85fb4
Submitter's IP Address: 207.6.250.89

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Waterplay Solutions Corp.	*
2	Proposer Address:	805 Crowley Avenue Kelowna, British Columbia, Canada V1Y 7G6	*
3	Proposer website address:	https://www.waterplay.com/en/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kerrin Smith Vice President Strategic Growth and Customer Experience 805 Crowley Avenue Kelowna, British Columbia, Canada V1Y 7G6 kerrin.smith@waterplay.com 250-712-3393 x126	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lynn Noel Executive Assistant 805 Crowley Avenue Kelowna, British Columbia, Canada V1Y 7G6 lynn.noel@waterplay.com 250-712-3393 x118	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Shanley Hutchinson Creative Manager 805 Crowley Avenue Kelowna, British Columbia, Canada V1Y 7G6 shanley.hutchinson@waterplay.com 250-712-3393 x109	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Creating global communities connected through play and social experiences is the purpose behind what we do at Waterplay Solutions Corp. (Waterplay). In 1987, we installed our first splash pad in the resort municipality of Whistler, British Columbia. Almost 34 years and many coats of paint later, this play space is still bringing joy and excitement to this community and we've been privileged to bring similar experiences to thousands more communities throughout North America and around the globe. Our projects include indoor and outdoor parks and recreation facilities, community spaces, housing developments, water parks, holiday parks, and other family-oriented attractions. We truly believe in what we do and the product we take to market. Our expert teams are positioned to support each of our projects throughout its lifecycle, from concept, through to installation, ongoing maintenance and future refurbishments. Our collaborative approach brings us all together to provide an exceptional result; a better, more socially just world. We understand that play isn't simply a childhood pastime; but rather, play is a human right that builds the integrity of our future leaders, the critical thinking of our budding engineers and the compassion and empathy of our civil servants. When we play, we discover who we are, who we can be, and, even more importantly, who we might aspire to be. Our team is made up of passionate play advocates who drive our vision forward through research-based, forward-thinking product design and outstanding customer service. As a global manufacturer we listen to the market first so that we balance innovation with necessity—delivering a superior offering that crosses cultural boundaries, sets the bar for quality and safety standards, and, above all else, sets the stage for free, unstructured play for all ages and abilities to learn, grow and connect within spaces where imagination and courage make anything possible. Our work culture is important to us and at the heart of that culture is a set of strong core values that guide the decisions we make from the people and partners we choose to play with, to the suppliers selected and the markets we service. We believe in a collaborative corporate culture that cultivates learning, growth, creativity, fun and innovation. These core values are embodied as I CARE and form the foundation of our business. Innovation - We challenge conventional notions of how things have been done before and look for creative, unexpected approaches. We embrace technological advancements and use them to create meaningful points of difference in our processes, products and services. Commitment - We believe that every task we undertake is important and deserves our utmost commitment. We are remarkable people that take pride in our work and the exceptional quality and service we deliver. Attitude - We believe that with a positive, fun and energetic attitude, anything is possible. We embrace change, seek opportunities for growth and encourage continuous improvement. Respect - Our teamwork is fueled by mutual respect. Teamwork is critical to our success. We work together to help each other, sharing in our successes and our mistakes to learn and grow. Equality - We promote an environment of equality that invites collaboration. Everyone's contributions and ideas are valued. Waterplay has been a pioneer in the splash pad industry and has continued to expand the breadth and depth of its product offerings to meet the growing demands of our customers. We are continuously advancing our design, engineering and manufacturing capabilities and growing our team of experts throughout North America.
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8	What are your company's expectations in the event of an award?	The Sourcewell contract is an opportunity for Waterplay and our North American dealer partners to work directly with municipalities and other Sourcewell entities while streamlining the procurement process. By promoting the Sourcewell purchasing option, we can provide our public customers with the assurance that they are purchasing products and services at the most competitive rate without engaging in a lengthy public bidding process that may not meet the needs of their community. Waterplay has built strong relationships with municipalities across North America through our participation in national events, educational sessions, engagement either through our direct sales or distribution channels, and our active marketing efforts targeted to this market segment. However, many of these customers still feel they need to go through a public tender process. The Sourcewell Contract will afford us the opportunity to promote to our municipal customers that they can purchase Waterplay products and services with the confidence that we have been thoroughly vetted through the Sourcewell selection process and found to be a competitive offering in terms of quality, service, support and price. In the event of an award, Waterplay will fully leverage this purchasing alliance to the benefit of Sourcewell, its members and Waterplay.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Waterplay first entered the market in 1987 under the name LA Systems with a Waterplay product line to compliment the irrigation services already offered by LA Systems. In 1999, the company was formally incorporated as Waterplay Manufacturing Inc., followed by the incorporation of Waterplay Solutions Corp. (WSC) and WMI Manufacturing Corp. (WMI) in 2009, collectively referred to as the Waterplay Group of Companies. Waterplay's 2019 Financial Statements, plus copies of certificates of incorporation for WSC and WMI have been included in the attachments.	*
10	What is your US market share for the solutions that you are proposing?	Waterplay's US share of the aquatic recreational equipment market is currently estimated at approximately 25%. Our Commercial Team is aggressively pursuing growth in this market through our targeted marketing efforts, our specification strategy, recruitment of highly qualified dealers and expansion of our sales network.	*
11	What is your Canadian market share for the solutions that you are proposing?	Waterplay's Canadian share of the aquatic recreational equipment market is currently estimated at approximately 40%. We have a seasoned dealer networks that spans the country and are continuing to invest in growing this market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Waterplay has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Waterplay is best described as a manufacturer and innovator of aquatic recreation structures and equipment with the highest industry standard in quality, service and safety. Waterplay's primary model delivering sales, service and support to the municipal market in North America is through our qualified dealer network. These dealers are independent third-party companies that represent Waterplay's products under a contractual arrangement. Each dealer is managed by a Waterplay sales representative and internal support network that delivers training on designing, exceptional spaces and the technical aspects of the products and services offered, assists them in marketing and developing a compelling sales message, provides supporting materials for marketing, quoting and installing the products, and supports them in their consultative selling efforts. Our dealers are directly engaged with the local communities in which they live and work. As such, they are able to develop strong relationships with the municipalities, local contractors and technicians enabling them to provide local service and support. Most dealers will enhance Waterplay offering by adding installation services, park commissioning, ongoing park maintenance, and customer training, or some combination of these value added services. The objective of the arrangement between Waterplay and its dealer network is to create a mutually beneficial business experience that offers the customer the advantage of having products and services supported by an engaged and committed manufacturer and a local support structure delivered by the dealer. In areas where Waterplay does not have a qualified dealer, a Waterplay direct sales representative manages the territory and business development efforts. If Waterplay is awarded the Sourcewell contract, purchasing of products and services identified within the contract by Sourcewell members will be contracted directly with Waterplay and Waterplay will be responsible for satisfying the obligations under the Sourcewell contract.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Waterplay is not required to hold any specific licenses and certifications in pursuit of the business contemplated by this RFP. Waterplay does hold the following certifications: • Certified Woman's Business Enterprise – WECConnect International (expiry May 2021) • ISO 9001:2015 Quality Management System (expiry August 2022) • ISO 14001:2015 Environmental Management System (expiry August 2022) • Waterplay's manufacturing arm, WMI Manufacturing Corp. also holds both above ISO Certifications. Although there are no formal certifications associated with ASTM (American Society of Testing Methods - a universal safety certification authority), it is worth noting that Waterplay is an active participant in ASTM and was part of the establishment of ASTM standards specifically related to the splash pad industry. All products and features are designed to meet these standards. All certificates referenced above have been included in the attachments for verification.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No "Suspension or Debarment" information has applied to Waterplay Solutions Corp.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Nominated for the CWB Association Productivity Award 2020. Awards have been postponed due to COVID until 2021. This recognition is presented to a company that has made an investment and conscious effort to increase efficiencies and productivity of its operations. Waterplay Splash Pad in Shrewsbury's Quarry Park in the UK was named a 2017 Dream Design by Aquatics International Magazine for our play space titled "Darwin's Island of Adventure" was one of 10 destinations worldwide honored in the annual showcase for excellence and innovation in aquatic facility design. Our Activity Towers product line was named a Most Valuable Product (MVP) by Aquatics International Magazine. Released in 2016, Activity Towers is an innovative system of elevated play structures that provide an exciting aquatic adventure for the whole family. Recognized in the 2016 Aquatics International Dream Designs for its activity structure at Garside Pool in Las Vegas, USA. Waterplay's President Ranked One of Canada's Top Female Entrepreneurs, May 2016. This is the country's largest celebration of entrepreneurial achievement by women. The rankings published by PROFITguide.com and Canadian Business Magazine are based on the size, growth rate, and profitability of each business. Our spray pad at Splesj Water Park in the Netherlands was chosen as a 2015 Dream Design by Aquatics International Magazine. This unique zero-depth play space qualified as one of the top ten aquatic facility designs in the world, as selected by the popular industry magazine.	*
17	What percentage of your sales are to the governmental sector in the past three years	Over the past 3 years 70% of our sales are to the Government Sector. This includes sales to Municipalities, Parks and Rec and Aquatic facilities across North America.	*
18	What percentage of your sales are to the education sector in the past three years	Over the past 3 years 12% of our sales have been to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Waterplay Solutions Corp currently has a valid Vendor Agreement with the HGACBuy. This contract was awarded in the fall of 2020 (we were previously awarded this contract in 2018 as well) We have processed approximately 1 million dollars through the contract annually since 2018.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Patton Mill Park, Village of South Elgin, IL	Kim Washer	847-622-0003	*
Livonia Recreation Center, MI	Stephanie Manoogian	734-466-2925	*
Community Park, City of Mt. Washington, KY	Sheryl Paxton	502-583-4216	*
Princeton Park Splash Pad, Hoffman Estates, IL	Dustin Hugen	847-285-5465	
The Ridge, Littleton, CO	Derek Eberhardt	303-409-2100	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Municipal Customers	Government	Texas - TX	Scope of work summary for the Municipal projects sold in Texas over the past 3 years: Activity Tower, Ground Sprays, Water Features; Toddler Features, Large Dumping Buckets, Interactive Features, Water Cannons, Activators, Manifold, Controller, Water Treatment Systems and Drains.	\$2,445.00 - \$238,000.00	\$2,000,117.42	*
Municipal Customers	Government	Colorado - CO	Scope of work summary for the Municipal projects sold in Colorado over the past 3 years: Activity Tower, Ground Sprays, Water Features; Toddler Features, Large Dumping Buckets, Interactive Features, Water Cannons, Activators, Manifold, Controller, Water Treatment Systems and Drains.	\$1,135.00 - \$455,995.00	\$1,474,164.05	*
Municipal Customers	Government	Washington - WA	Scope of work summary for the Municipal projects sold in Washington over the past 3 years: Activity Tower, Ground Sprays, Water Features; Toddler Features, Large Dumping Buckets, Interactive Features, Water Cannons, Activators, Manifold, Controller, Water Treatment Systems and Drains.	\$1,595.00 - \$384,450.00	\$1,262,177.66	*
Municipal Customers	Government	Virginia - VA	Scope of work summary for the Municipal projects sold in Virginia over the past 3 years: Activity Tower, Ground Sprays, Water Features; Toddler Features, Large Dumping Buckets, Interactive Features, Water Cannons, Activators, Manifold, Controller, Water Treatment Systems and Drains.	\$3,835.00 - \$257,585.00	\$1,212,956.10	*
Municipal Customers	Government	North Carolina - NC	Scope of work summary for the Municipal projects sold in North Carolina over the past 3 years: Activity Tower, Ground Sprays, Water Features; Toddler Features, Large Dumping Buckets, Interactive Features, Water Cannons, Activators, Manifold, Controller, Water Treatment Systems and Drains.	\$23,410.00 - \$271,405.00	\$1,077,603.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	Waterplay Solutions has been continually in business for 30 years, and as the originators of the splash pad concept have a well-developed, multilayer sales and service model to support our clients' needs on a global scale. To service our clients in the United States and Canada we offer the following structure with our sales organization: Vice President of Strategic Growth and Customer Experience - Located in Seattle, USA Director of Sales – Located at Waterplay's corporate offices in Kelowna, British Columbia. Customer Service Manager - Located at Waterplay's corporate offices in Kelowna, British Columbia Responsible for the overall strategies and management of the following sales force: - Regional Sales Managers (RSM's) – Located within 4 key territories in the USA and 2 key territories in Canada, a team of 6 RSM's are responsible for sales through all channels in their territories. Channels comprise of direct sales, a dealer network, key accounts, and contractors responsible for the design and installation of splashpad construction. The sales teams are 100% focused on customer interaction and engagement in a consultative sales process. An internal team of marketing, customer service, designers, landscape architects and engineers support the sales team and supply them with all the necessary collateral and supporting documentation to service our customers in a world leading manner. - A dedicated training and development manager is focused on maintaining the highest level of knowledge through a comprehensive training program at the Waterplay Academy. This resource is available to our entire sales organization and dealer partners. - A Design and Specification Manager – located in the North American market to facilitate specification of Waterplay product at specifiers such as Landscape Architects, Aquatic Designers, Architects, Pool Builders and designers, Dealers. This dedicated resource works through the specification process and once the Waterplay product is specified, the project is handed off to an RSM who will be responsible for managing the project throughout the value chain until it is successfully installed at the end user. - Customer Service Representatives (CSR) – The four CSR's are in Waterplay's corporate office and their role is the direct administrative support for the entire sales organization and dealer network. The volume of new projects Waterplay is actively working on exceeds \$75 million per year globally with approximately 50% of that coming out of North America. With this kind of volume, the team of CSR's are integral in ensuring that Waterplay can provide the fastest and most accurate turn-around of projects for our clients. In addition, Waterplay's ISO 9001 certification ensures that our processes are regularly audited for efficiency, accuracy, and ongoing improvement. This rigor helps us to deliver the best customer experience to your members. - Technical Service Representatives (TSR) – The four TSR's are in Waterplay's corporate office and are responsible for technical support for our sales organization, dealers, and customers in the pre-sales stage of the process. TSR's develop the necessary technical collateral and drawings to facilitate in the smooth development of the design. They are always available to assist in any technical, installation or operational issues should they arise in the field. - Project Service Representatives (PSR) – The two PSR's are responsible for supporting projects post installation. They work with splash pad owners to identify and deliver any spare parts that may be required on the Waterplay installation. They are also available to assist in Water Treatment Consultation to customers should this be required.
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24	Dealer network or other distribution methods.	Waterplay has the most mature (length of tenure working with Waterplay) dealer network in North America today. Our partners go through a vigorous vetting process before becoming a dealer and must demonstrate values that are similar to Waterplay's while achieving the highest standards possible for customer service and support. Once they become a dealer, they must partake in extensive training on our products and services which include not only face to face in the field with our RSM's but also with bi-yearly mandatory training at our manufacturing facility. As these partners are the face of Waterplay to many of our clients, Waterplay takes great care in the continual coaching of them to improve their knowledge and presentation of our products. Waterplay has dealers in territories where the dealer has exclusive rights to sell Waterplay products. In return, dealers do not represent similar products to Waterplays and are exclusive to our company products in our industry segment. Waterplay continually develops leads for our dealer partners and the RSM's assist the dealer in developing the sale and closing it out. RSM's work closely with the dealer's sales organizations in coaching and training them to learn more of our products and the implementation of our technologies and sales tools. RSM's will accompany dealer salespeople into various customers types and market segments to assist in the sales process and to coach. Chief amongst these activities is the Waterplay RSM's development of their territories public sector clients to whom they would introduce dealer reps. Our current 22 Dealers service our North American Market together with support from the Waterplay Regional Sales managers (sales representatives). Please see the attached Dealer Network and Support Map North America
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25	Service force.	Waterplay has an extensive (18 persons) full-time, directly employed service force in our corporate headquarters which is comprised of the following structure; • Design and engineering (including water treatment system design) • Project support (pre and post-sale) • Creative Department Design & Engineering The heart of Waterplay's product development lies in our design and engineering department. A 6-person, mixed disciplinary team made up of mechanical engineers, industrial designers and machinists with expertise in water management, industrial control/automation and structural design. This team works closely with all Waterplay's departments as well as the biggest national aquatics design firms to bring the absolute best products to the market. Their collaborative approach to design allows Waterplay to stay ahead of our competition and offer our clients the quality and value products while meeting or exceeding the strict standards of ASTM and the Model Aquatic Health Code for North America. Project Support Waterplay takes pride in having the best pre- and post-sales service team in the market. We have a team of four pre-sales and two post sales project support staff in our Corporate office that are a mix of Civil and Mechanical Engineering Technologists and Engineers. This team works in conjunction with the Sales team, our dealers and end users to ensure that all our projects are properly designed for maximum play value and safety considerations. They regularly interact with municipal civil works departments and their architects, landscape architects, engineers as well as local health authorities to ensure that all aspects of the project have been properly considered. Once the client has ordered their equipment from Waterplay, this same team has pre-construction calls with the general contractor and any subcontractors to ensure they understand exactly what is needed for a successful installation. This team assigns a dedicated person that follows through with this group up to the point where the facility is commissioned and turned over to the client. Once the project is turned over to the client, a handoff is made to the post-sales project support team for ongoing service and support throughout the life of the project. With a 25-year structural warranty on our stainless steel and weldments, Waterplay uses a state-of-the-art Customer Relationship Management (CRM) system to track every project from cradle to grave giving us an un-paralleled ability to seamlessly support any client's project for the years to come; a definite value-add for Sourcewell members. Creative Department Waterplay's creative department is comprised of staff with dedicated disciplines that cover product design, traditional marketing, social media marketing, trade shows as well as 3D graphic artists, landscape architects and software design. Understanding that we live in an ever-changing world, the marketing disciplines focus on traditional print, website marketing, social media campaigns and targeted electronic campaigns. They provide the necessary tools to enable Waterplay's sales force to get our message out and Waterplay's award as a Sourcewell approved vendor would be campaigned to all applicable sectors aligned and supporting the contract. Our dedicated trade show coordinator is responsible for the design and execution of every Waterplay Corporate attended trade show in addition to all the regional shows our North American dealers attend with the support of their dedicated RSM. Our 3D graphic artist's team is responsible for creating our photo realistic project renders that many municipalities have come to rely on for their public open houses. Their ability to illustrate what the splash pad will look like in the municipality's space is uncanny in its realism and helps the municipality gain the public's approval to move projects forward. Please see Appendix 7.0 for examples of our municipal 3D park renders. This same team is also responsible for the development of our Waterplay Interactive facility design software discussed in the value-added attributes section of this RFP response (see examples of the design software #D output and our 3D artists outputs attached) Our in-house designer on the Creative Team is responsible for new product ideas and improvements to existing products. Working in collaboration with our 3rd party, contracted designer in Europe and his team, Waterplay presents new products and concepts at all the key North American trade shows including the NRPA, ASLA, IAAPA and WWA shows. These new designs are also rolled out across the country at regional shows and through direct client meetings.
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26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our Customer Service department is focused exclusively on servicing the demands of our sales team and the customers they service. The customer service team is comprised of 3 functions, each with specific Service Level Agreements (SLA's) which we track, monitor, and adjust to continuously improve our customer service deliverables. 1. The Customer Service Reps (CSR's) develop and produce quotes and all associated collateral required to move an order forward 2. The Technical Service Reps (TSR's) develop all the technical drawings in CAD (2D) and answer and support any technical enquiries to move the order forward 3. The 3D artists render a splashpad in 3D base on the brief from the customer The SLA's, for the customer service team are as follows: • Quote = 2 days • Quote + 2D = 4 days • Quote +2D + 3D = 7 days (this includes any custom design packages) The Customer Service Team (CSR, TSR and 3D) work in defined "pods" with an individual salesperson. The pod works together on all projects from initiation to conclusion. The pod is measured on the revenue target of the individual salesperson they are responsible for and are incentivized on obtaining that revenue target. This ensures that the entire team is focused on delivering the successful fulfillment of each order and that the service to our customers, from the entire team, is world-class from every member of the team. NOTE: Our Waterplay Interactive facility design software will allow for a project to be designed in front of a customer in real time, producing a preliminary quote, 2D layout and 3D render complete with multiple views, and fly through without going through the above quoted timelines.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Waterplay is dedicated to delivering our products and services in a very professional, efficient, and world-class manner to all Sourcewell participating entities in the United States. We are willing to devote all our resources to the promotion, sales, and support of the Sourcewell contract to our customer base in the US to ensure that this contract is available, understood, implemented, and utilized as our primary purchasing tool in our markets. All employees at Waterplay who will interact with this contract will be fully trained in and have a full understanding of the Sourcewell contract to be able to access it when required and assist our customers to always utilize its benefits.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Waterplay is dedicated to delivering our products and services in a very professional, efficient, and world-class manner to all Sourcewell participating entities in Canada. We are willing to devote all our resources to the promotion, sales, and support of the Sourcewell contract to our customer base in Canada to ensure that this contract is available, understood, implemented, and utilized as our primary purchasing tool in our markets. All employees at Waterplay who will interact with this contract will be fully trained in and have a full understanding of the Sourcewell contract to be able to access it when required and assist our customers to always utilize its benefits.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Waterplay Solutions Corp. does not have any restrictions that would limit us from being able to fully serve the Sourcewell contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Waterplay can service all participating entity sectors on the Sourcewell contract. We have a full national presence in both the USA and Canada, and we have no other purchasing contract that limits our ability to promote the Sourcewell contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Waterplay does not have any contract requirements or restrictions to servicing Sourcewell participating entities in Hawaii, Alaska, or any US Territory.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Waterplay plans to promote the Sourcewell contract to our customers in multiple ways: - Sourcewell logo and link with promotional content on company website - Sourcewell Logo and link in North American Sales Team e-Signature - Posts on social media channels and blog featuring Sourcewell link and promotional content – North American targeted - Sourcewell logo and link in Sales proposal document – for use in North America - Dedicated Sourcewell selling aid to support knowledge of contract outside the organization - Sales Team strategy to offer Sourcewell as primary procurement method for government and educational customers - Dedicated presentation slides and webinars that outline the benefits of project procurement using Sourcewell Attachments: Marketing Plan - Aquatic Play Equipment Catalogue Marketing Plan - Example Sourcewell Selling Aid
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Waterplay is well positioned in the digital world for marketing effectiveness through: - A high ranking, established website domain backed by a solid SEO strategy using content, keywords and strategic placement - Consistent SEM campaigns using Google Adwords, keywords, geographic targeting and retarget marketing strategies - Established social media channels featuring regular promotional and information-based content through key social media channels and blog posts On the backend, the Waterplay Marketing Team uses a leading marketing automation tool which allows us to closely track the actions and conversions of our multi-platform marketing campaigns and create touchpoints with automated follow-ups with curated content based on customer needs. 2021 will see Waterplay further develop and refine our digital footprint with a new website, a more targeted and dynamic digital media strategy and increased media promotion across multiple platforms led by a specialized digital strategist role. Waterplay are employing a Digital Marketing Strategist within our Kelowna business in January 2021 who will have the exclusive responsibility of enhancing, leading and developing our digital footprint. Our objective is to develop a much broader awareness of Waterplays products and services through a stronger digital platform and presence.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our desire with a partnership with Sourcewell is that we are featured by Sourcewell as an approved vendor that has been vetted and meets the high standards and strict criterion set by Sourcewell. We trust that Sourcewell will facilitate a simple and clear process for clients to procure our products. The Waterplay Sales Team will promote Sourcewell on all government and educational projects as the primary and preferred procurement method. This strategy will begin at the onset of customer engagement in our needs analysis stage. The Sales Team will be supported with documentation promoting Sourcewell and its advantages to the client throughout the sales process, including selling aids as well as a feature page in our corporate project proposal. In addition, all Waterplay's North American distribution partners will be trained regularly on advantages of using Sourcewell and follow the same process as described above.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	To ensure the success of the project, Waterplay products are best sold through a consultation process which includes a team of Waterplay experts dedicated to supporting the key decisions that must be made at critical times through the design concept, design and shipping phases of the project. As a strategic decision, Waterplay has not currently make our products available through an e-procurement ordering process at this time but will continue to evaluate future opportunities.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Waterplay has a formalized training division within the company called the Waterplay Academy. This division is responsible for the creation and administration of company authorized training programs and presentations to ensure that our internal teams, partners, and customers are thoroughly educated in our products, procedures, and best practices. In addition, we also provide CEU-certified educational training for professional architects, landscape architects, engineers, and installers throughout North America to earn learning credits toward their professional designations. Our formalized training and education includes: - Product knowledge - Working with Waterplay – product and processes - Splash pad and play pool design - Play theory and space design application - Planning for inclusion and diversity - Product installation - Product maintenance - Water management best practices - Project lifecycle and refurbishment – post installation Both Waterplay training and access to our company resource center, (a public repository for our product and design documentation), is free of charge. We will add a Sourcewell procurement learning module to our training in future. In addition, Waterplay offers specialized on-site installation and start-up training—this in-person training is delivered by a member of our technical support team. The cost to the customer is determined on an as-required basis dependent on the scope of training needed. We also offer this service free-of-charge via remote video conferencing.
37	Describe any technological advances that your proposed products or services offer.	- Realtime, application-based design support and industry-leading play space design technology: exclusive to Waterplay, the Interactive Concept Designer is a software that allows our customers to create play space concepts and generate 2D drawings and 3D artwork within minutes, from any location in the world, ensuring the fastest design and documentation support and turnaround in the industry (please see an example attached) - Advanced feature mounting systems with playPHASE™ and playCONNECT™: Waterplay's play lines use our exclusive playPHASE™ and playCONNECT™ mounting systems to ensure simplified installation, easy ongoing maintenance, and to allow for uncomplicated future expansion and reinvention throughout the lifecycle of your project. Speed up installation by pouring concrete first while the play equipment is shipping, reduce park downtime due to maintenance by removing features and capping the waterlines to keep the rest of the space up and running, and use our playPHASE™ ground sprays as placeholders for future expansions in master planning. - Remote water management access and monitoring through our smartPLAY™ Controller with smartACCESS™: Allow maintenance teams to monitor and control the programming of multiple parks from their laptop, tablet or phone—reducing on-site maintenance and operation costs and facilitating real-time responses to park needs. - Industry 4.0 optimized manufacturing facility: Waterplay has adapted our production facility to include automation and data exchange in our manufacturing efforts and processes. Examples of this are an in-house CNC bending machine and a robotic welder—both have allowed us to increase production efficiency through a streamlined production process and comprehensive information streams, resulting in a more sustainable production process and faster lead times. - Year-round, advanced product testing facility: our large, indoor/outdoor product testing facility features full water management functionality and is fully configurable to test one feature at a time or create splash pad configurations featuring multiple products, from freestanding water play features to activity towers. Having a year-round testing facility allows us to put our product through rigorous testing trials and gives up the ability to invite user test groups to validate our product theories throughout the product development process. - Advanced quality management systems in production: for fast and accurate shipments Waterplay uses an advanced, digital barcoding system to control all incoming and outgoing inventory in real-time—ensuring our shipments are received on-time and in full. - Online-based training and learning programs offered through Waterplay Academy: All learning and service-related programs are offered digitally to support at-home and long-distance learning.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As an ISO 14001 certified organization we are continuously looking at ways to reduce our impact on the environment. PRODUCT DESIGN AND PRODUCTION Waterplay uses recyclable material in product development and focuses on durability when selecting new material to ensure a long lifecycle with minimal maintenance requirements. We consider our material usage during product development to reduce the amount of material needed overall, and plan for any amount that may be unused, preparing to reuse or recycle it. These efforts are further supported by our Industry 4.0 manufacturing methods and equipment which allow us to run our production line efficiently in-house. SHIPPING AND INSTALLATION In 2016 Waterplay evaluated and redesigned our entire product line with consideration to play value and sustainability. We were able to reduce the weight of our product by 40% to reduce the environmental impact of shipping as well as lessen the need for heavy machinery during installation and move to a man-powered approach where possible—effectively reducing our carbon footprint overall. WATER MANAGEMENT As a manufacturer of water play equipment, we strongly consider water consumption and responsible administration of this precious resource in all our designs, from the products we create to the entire splash pad eco-system. We design products with low flow rates and promote on-demand water activation coupled with a recirculation system to encourage that water is used with conscientiously, and with minimal loss. ONLINE LEARNING AND SUPPORT All learning and service-related programs and support are offered online to reduce the need for site visits and in-person learning when not required. THE FUTURE We are committed to being an environmentally responsible company and know that sustainability is not a project with a beginning and an end, but an active goal that requires us to constantly reassess our current procedures and seek out new opportunities. We currently work with ISO as well as education faculties and industry experts to learn how we can continue to improve our carbon footprint through our products and our processes.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Waterplay solutions is an ISO 14001 certified organization in good standing. This certification ensures that our organization considers internationally recognized sustainability standards to reduce the environmental impact of our growth. *See attached ISO certificates.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Waterplay encourages diversity and inclusion in our workforce and is a certified woman-owned business through WBE Canada. - WBE Certification – Membership No. 1000001103 Attachment: Certificates - WBE Certification	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Research-based aquatic play design: to achieve our product development goals our product research teams work with academic entities to assess play value and materials, as well as leading play space design experts. Waterplay then validates the potential play outcomes and opportunity for inclusion using age and skill appropriate test groups. This diligence in design ensures that Sourcewell participating entities receive industry-leading, high quality product in their play space designs. - Rigorous product testing: all Waterplay product designs are tested for durability against repetitive wear and tear, misuse and vandalism, ensuring only the most durable materials and strongest constructions make their way into the market. Sourcewell participating entities can be confident in the quality and safety of Waterplay products. - Corporate culture and product design rooted in inclusion and diversity: Waterplay's core purpose is to connect the world through play and social experiences. When we look at a community play space we see it as an opportunity for people from all walks of life to collaborate, making the world a healthier, happier place, one park at a time. Our corporate culture actively seeks out opportunities to invite inclusion and diversity into our workforce and ensures that these voices are heard, valued and considered in our decision making. We are confident that diverse influences make us better positioned to deliver an outstanding product. - Adaptable Mounting Systems for ease of installation, maintenance and future refurbishment: our playPHASE and playCONNECT feature mounting systems are designed to be adaptable at any stage of your project, meaning you can phase your installation, change or remove product throughout the project lifecycle, perform maintenance easily without affecting operation, and plan for future refurbishments without costly changes to infrastructure. - Project lifetime support: Waterplay supports a project from early planning stages through to the end of its lifecycle—if its in the ground, we're here to help. Our first project in Whistler, British Columbia, installed in 1987, is still up and running and bringing joy to the community, and we're still happy to provide technical support whenever we can. - Waterplay Interactive Concept Designer: exclusive to Waterplay, the Interactive Concept Designer is a software that allows our customers to create play space concepts and generate 2D drawings and 3D artwork within minutes for fast design and documentation support for Sourcewell participating entities. - Specification design and support: Our Design and Specification Team provides access to top tier aquatic designers and engineers, and architects and landscape architects throughout North America for exceptional play space design. - Adherence and commitment to industry standards: Waterplay is an ISO 9001 and 14001 certified organization ensuring high quality processes and dedication to sustainable business systems and methodologies. In addition, our product designs and development adhere to ASTM and CSA standards with a focus on inclusion and safety.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Waterplay offers a comprehensive warranty that covers various aspects of our products, materials and parts. Although our standard warranty agreement (refer to Waterplay Warranty in the attachments) states that labor to address issues is not included, it is our practice to work in partnership with our customers to evaluate each situation and arrive at a mutually agreeable resolution. Where applicable, this may result in a cost sharing arrangement or in some cases, Waterplay will cover all costs associated with the warranty repair. Where a Waterplay dealer is involved in the customer relationship, they will also provide local support for troubleshooting and warranty repairs, expanding our service reach.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Vandalism and inappropriate use of the products (e.g. skateboarding on a slide, baseball bat to a feature, etc.) may nullify Waterplay's warranty. There are water quality, environmental aspects and installation requirements which may also affect coverage. These are clearly noted in the terms and conditions of the warranty.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician travel time and mileage are not covered as per our standard warranty agreement. However, it is Waterplay's customer service approach to work closely with our customers to review the specific circumstances, impact of the repair and cause of the warranty issue with the goal of reaching a mutually beneficial outcome.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Warranty repairs, service and maintenance of Waterplay's products does not typically require a certified technician. Waterplay's Product Support Team works remotely with onsite maintenance personnel, or in more difficult situations special technicians, to provide guidance and direction on troubleshooting and repairs as required. This approach has proven effective globally. Where available, our local dealer representatives will also provide support.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	If Waterplay has integrated another manufacturer's parts into our product, Waterplay will cover these items under the Waterplay Warranty for that product, in most instances offering a better warranty for the completed product than is offered to us by the component manufacturer. Waterplay takes full responsibility for the troubleshooting, service and support and will work directly with our supplier to address any deficiencies. If Waterplay has included other manufacturer's products as part of our total solution (e.g. surfacing, shade, etc.), we will include the OEM's warranty terms during the proposal and project award. Waterplay will service and support this in so far as we will maintain the point of contact with that OEM and assist the customer in addressing any issues with the OEM	*
47	What are your proposed exchange and return programs and policies?	Waterplay product is typically built to order and reflects the specific colour and graphic choices of the customer. If the customer cannot take the order, part of the order, or would like to exchange a feature, Waterplay will accommodate this request as long as the items returned are undamaged. Within our agreements, we maintain the right to charge up to 20% restocking fee to cover the cost of rework that may be required to re-sell the product. It is our practice to work with our customers on a case-by-case basis to try and minimize any fees.	*
48	Describe any service contract options for the items included in your proposal.	Waterplay provides telephone support and parts for the life of the project. In addition, we provide updates and training on maintaining your park, performing winter shutdowns and spring start ups, and servicing features. Waterplay's dealer network is encouraged to establish service and support contracts directly with their local customers or to assist them in establishing relationships with qualified service organizations. Waterplay does not offer service contract options directly.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Waterplay will offer Sourcewell members terms of 100% net 30 days from product ship date.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Waterplay has partnered with a company, Marlin Capital Solutions, to provide competitive, tax-exempt financing options specifically targeted to the municipal market. This option will allow Sourcewell members to finance aquatic recreation equipment, delivery, installation, surfacing and insurance customized to meet the financial needs of the members. Marlin's services are offered in both Canada and the United States. Additional information has been included in the attachments - Selling Aid-Waterplay-Finance-Municipalities.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	In States and Province's where Waterplay is represented by an authorized dealer, the customer will work directly with the dealer on the project design and quoting stage, with support from the Waterplay internal team to ensure that all pricing quoted is reflective of the Sourcewell contract. This approach will provide the municipality with the advantage of having access not only to Waterplay resources but also to those resources offered by the local representative. However, all purchasing will be conducted directly through Waterplay in order to ensure that the Sourcewell requirements are honoured and to facilitate tracking and reporting to Sourcewell administration. Waterplay will clearly define all purchase orders as Sourcewell noting the Sourcewell member information, products purchased and total values associated with the agreement. These will be tracked and reported to the Sourcewell administration quarterly along with remittance of the Sourcewell administration fee.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Today, Waterplay does not accept the P-card procurement and payment process. If Sourcewell's members value this payment option for lower dollar transactions, Waterplay will consider offering this payment option should we be awarded the Sourcewell contract.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	In partnership with our local sales representatives, who service our customers directly and through our dealer network, Waterplay works closely with each customer to provide unique solutions to our customers specific projects. We pull in the best resources for the best price available for each project. Waterplay may not always be the lowest-priced provider but will prove to be the best value provided. Best value considers: - Life Cycle: how long will the product last in the field - Total cost of ownership - Durability - Ease of Installation - Maintenance - Warranty Policy - Past performance with government markets - Customer service response time We believe Waterplay offers the best value solution to the marketplace. Waterplay's pricing model will be a percentage discount off our published MSRP catalog price. *both US and Canadian MSRP price lists are attached.	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering an (11) eleven percent discount across the board on all SKU's from our current MSRP price list. Please find attached both our USD and CAD MSRP price Lists.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Waterplay will offer a (12) twelve percent discount off our MSRP list price for all Waterplay manufactured products for orders over \$100,000 in equipment. Volume rebate programs will be considered on a case by case basis with the Sourcewell member. Waterplay would extend that same volume discount program to all Sourcewell members, provided the same or similar volume commitment is given	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Waterplay local sales representatives and dealers work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with Waterplay's 3rd party product suppliers to propose applicable sourced products/equipment and service to provide a turnkey project. Sourced product/equipment and related services will be quoted on a cost plus basis not to exceed 25% margin.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Bonding is not included in pricing. If bonding is required the cost of 3% of the purchase order total payable to Waterplay. Installation, site preparation, unloading of equipment upon delivery, safety audits and inspections.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	To provide the best service to our customers at a reasonable price, Waterplay custom quotes freight charges for each order based on the product mix chosen, destination and any customer requested special delivery requirements. This quote includes the carrier costs as well as fees for packaging and handling that Waterplay does not include in the purchase price of the product. All freight quotes are held for 30 days and are considered firm at the time of order unless any of the original parameters have been changed by the customer after the order is placed. Once an order is confirmed, Waterplay will provide an estimated ship date and ETA to site. This will be communicated in writing as part of Waterplay's order confirmation process and firmed as the delivery date becomes closer. Delivery of Waterplay product shall be either FCA Origin for all truck deliveries, or CIF Destination Port for all marine shipments. All products will be carefully wrapped and packaged to mitigate loss or damage during shipment, to facilitate loading and unloading, and to meet local regulations for import. All shipments must be inspected upon delivery and any damage, errors or omissions are to be reported to Waterplay and the transport company within 48 hours of receipt of goods. Waterplay will work with the customer to address any unique transportation requirements that may arise from time to time to source the best option to meet the customers' needs.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Waterplay follows the same process as described in our response to Question 58 and has experience shipping throughout Canada, to Alaska and Hawaii as well as numerous offshore locations around the world. Some countries require unique packaging or special processes before allowing entry of the goods. Waterplay addresses these requirements within our standard practices.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Waterplay product, due to its size and creative shapes, presents shipping challenges. We take extra care in the way we package our product using a combination of protective materials, easily identifiable boxes, crates, and pallets to reduce shipping damage and lost items. This approach also simplifies the offloading process once it reaches destination and provides the receivers/contractors with clear instructions. We also recognize that not all projects are the same and can offer flexible, competitive alternatives to meet the unique needs of our customers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As orders are received and submitted into our order processing system, they will be tagged as Sourcewell contract orders. The Sourcewell discount code will be keyed on the order alerting our accounting team to verify the order has received the proper pricing. Should Waterplay be awarded the Sourcewell contract, we will establish a clearly defined process for ensuring that our obligations to this contract are met. This will include the creation of a dedicated Sourcewell identifier in our CRM quoting systems. A reporting and tracking report will also be created to capture all sales conducted under the contract including information on the member, products/services sold and pricing. This report will be provided to the Sourcewell administration quarterly along with the remittance of the agreed upon administration fee.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Waterplay is proposing a 2% fee on the net sales price of all products and services (excluding freight, bonding feeds and taxes)

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	EQUIPMENT There is a lot more that goes into a play space than just play. At Waterplay our vision is to support the design of functional, high-quality, safe and dynamic aquatic play spaces for communities throughout North America that the whole family can enjoy, at any age, regardless of physical ability. To facilitate the creation of successful aquatic play spaces Waterplay provides an extensive offering of aquatic play equipment and site amenities to the market—guaranteeing a comprehensive, fun community space down to the last detail. - Freestanding Water Play Equipment - Water Play Systems - Aquatic Therapy Equipment - Ground Sprays and Fountains - Activity Towers (aquatic recreational structures) - Water Management - Amenities – Seating - Amenities – Shade - Amenities – Recreation Surfacing - Amenities – Self-cleaning Toilet Facility SERVICES - Feasibility planning - Funding and cost analysis - Site planning - RFP design, bid, and build team support - 2D and 3D design services - Project management - Pre-sale technical support - Full logistics coordination - Owner/operator site commissioning and training - Post-installation technical support for lifetime of project - Shade installation provided - Toilet facility installation provided - Surfacing installation provided
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65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Freestanding Water Play Equipment - Activators - Cannons - Columns - Dumping Buckets, Soakers and Spinners - Spirals, Arches and Passthroughs - Toddler - Stones Play Systems - Interactive Water Stream (Discovery Stream) - Modular Play Tables (Waterways) Aquatic Therapy - Restorative water jets Ground Sprays and Fountains - Standard Ground Sprays - Illuminated Ground Sprays - Interactive Puddles Activity Towers (aquatic recreational structures) - Mini Series - Discovery Series - Exploration Series - Adventure Series Water Management - Activators (also noted in Freestanding Play Equipment – press for water activation) - Controllers - Manifolds - Water Management Systems - Above and Below-grade Kiosks and Vaults - Water Holding Tanks - Diverter Strainer Systems - Drains Amenities – Seating - Picnic tables and stools - Benches - Sitting Stones Amenities – Shade - Freespan - Cantilever - Framed - Shade Sails - Cyclone Umbrellas - Hypar and Hypod Shade Kits Amenities – Aquatic Recreation Surfacing Amenities – Self-cleaning Toilet Facility - Urban Design Line - Nature Design Line	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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66	Playground equipment, site furnishings, site amenities, and accessories.	☒ Yes ☐ No	Amenities – Seating: picnic configurations for the whole family to enjoy a day at the park, modern benches to create a functional resting place for passersby or watchful caretakers, and unique stone elements designed as both a seat and a piece of nature, Waterplay provides thoughtful seating amenities that will complement any design need. - Durable materials and construction - Unique, modern designs Amenities – Shade: the essential element for sun protection, this line of fabric shade sales provides protection from sun and heat in every size and configuration, from free spanning shade sails to framed fabric designs and standalone pre-constructed shade kits. - 89% + UV protection - UV stabilised high-density polyethylene (HDPE) shade fabric and UV stabilised sewing thread - Marine grade hardware - Standard sizes and customizable solutions to fit any space design Amenities – Self-cleaning Toilet Facility: smart, self-cleaning, automatic toilet facilities with modern, high quality, durable construction and finishings. - Fully automated and programmable for operating hours, cleaning cycles, occupancy time, water and consumables quantity, heating and lighting - Remote access with updating and monitoring capabilities - Unisex cabin accessible for people with reduced mobility - Available in multiple configurations and outbuilding options
67	Water play and aquatic recreational structures and equipment.	☒ Yes ☐ No	Freestanding Water Play Equipment: designed to adapt to any aquatic environment, zero-depth park settings as well as beach entry, wading and lazy river pool environments, Waterplay's freestanding water play equipment can be easily configured together to create unique play spaces that suit the needs of any project design. Teeming with play value, exciting water effects, interactive play elements, opportunities for collaboration and exciting theming options—from water cannons, to larger-than-life dumping buckets, toddler-sized sprayers and raining leaves—the possibilities for playful design for all ages and ability levels are endless. Water Play Systems: a focal point of the play space and natural gathering spot for discovery and mindful play, water play systems are a collection of play elements that work together to create a dynamic play experience. Build a modular streambed with water weirs, twists and turns, or build an imaginative waterfall with channels, basins and playful water games. Aquatic Therapy Features: for use in

			pool environments at the water's edge, aquatic therapy features are used to soothe the body with therapeutic water stimulation that relaxes muscles and calms the mind. Ground Sprays: a necessity for any play space, ground sprays complement a larger aquatic play space design or stand alone to create a playful, architectural water fountain display that invites community enjoyment. Options range from traditional gushers, to angled waves, weaving water fortresses, interactive jumping puddles and integrated LED lighting. Activity Towers (aquatic recreational structures): designed to provide a modular, adaptable footprint to address design and space constraints, Activity Towers are multi-level play structures that splash, spray and dump water onto excited waterplayers, on and off the structure. Activity Towers feature multiple water feature and slide options for every design need. - 304l stainless steel - Durable, recyclable polymers - Robust powder coatings - Modular, adaptable product designs - Industry leading mounting systems, playPHASE™ and playCONNECT™ for simplified installation, maintenance, and future refurbishment - Optimized water usage for intended installation environments - Leading play value for all ages and abilities - Theming and customization options available Water Management: Knowing what happens with the water is a major factor of any aquatic play space design and construction. With different options for every project, Waterplay's comprehensive offering of water management solutions and accessories range from on-demand water activation, online-enabled controllers with remote access that allow monitoring and updating in real-time, industry leading water treatment systems with water filtration add-ons, as well as functional accessories to meet the unique design needs of most aquatic play spaces. - Leading industry technology to support sustainable aquatic play spaces - Intuitive interfaces with remote access capabilities - Robust, industry proven materials - Wide range of options, configurations and accessories - Customizable to fit the unique needs of any project	*
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68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	☒ Yes ☐ No	Waterplay offers a recreational surfacing solution to the market that provides fall protection in aquatic play environments. - Slip-resistant - Seamless, porous and easily maintained - Installed indoor and outdoor - Proven durability - EPDM/TPV peroxide-cured granules and 100% polyurethane binder - Theming and customization options available	*
69	Services related to the solutions above.	☒ Yes ☐ No	- Feasibility planning - Funding and cost analysis - Site planning - RFP design, bid, and build team support - 2D and 3D design services - Project management - Pre-sale technical support - Full logistics coordination - Owner/operator site commissioning and training - Post-installation technical support for lifetime of project - Shade installation provided - Toilet facility installation provided - Surfacing installation provided	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Waterplay utilize a CRM that is structured to have a very formal commercial process imbedded from lead generation through to Revenue. As Sourcewell opportunities will be tagged at the point of a lead being identified (if possible) then the data is within CRM to measure conversion rates through the process to successful completion of an order. Metrics we utilize to measure the effectiveness and success of our business, and in this case, specifically Sourcewell opportunities are as follows: • Marketing campaign effectiveness using multiple digital and conversion metrics to determine impact • Number of leads generated that are tagged as Sourcewell opportunities • Conversion of leads into opportunities in the sales process (win rate of leads to Marketing Qualified Leads (MQL) and then MQL to Sales Qualified Leads (SQL)) • Win rate of opportunities within the sales pipeline • Velocity of leads within the sales process • Ultimately the win rate of the entire pipeline (leads in versus revenue out) These metrics allow us to measure and tweak activities along the entire pipeline to enhance our effectiveness and overall business success.
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	At Waterplay we promote the notion of free, unstructured play as human right and a cornerstone in the healthy development of our future generations. The philosophy behind free play is to encourage safe and independent play opportunities that facilitate self discovery and self-guided inquiries and actions. We do not believe that play should be limited by age or ability and create products that encourage the user to define their own experience—without imposing boundaries. Waterplay product designs adhere to the following standards: ASTM F2461: international standard practice for manufacturing, construction, operation and maintenance of aquatic play equipment (this standard was created in collaboration with Waterplay) ASTM F2376: international standard practice for classification, design, manufacturing, construction and operation of water slide systems ASTM F1487: international standard for consumer safety performance specification for playground equipment for public use CAN/CSA Z614: North American standard for public-use play spaces and play equipment intended for use by children aged 18 months to 12 years ADA—North American standard for accessible design In addition to these standards our design teams incorporate the 7 Principles of Universal Design into our product development, this design framework encourages: 1) equitable use, 2) flexibility in use, 3) simple and intuitive use, 4) perceptible information, 5) tolerance for error, 6) low physical effort, and 7) size and space for approach and use. With our Director of Engineering sitting on the board of ASTM we have unique insight into international design and safety standards, as well as current considerations that are guiding these standards and the solutions and recommendations being put forward. Our product development team actively seeks out additional input whenever possible from design and play experts around the world to further facilitate leading product design in the areas of safety, inclusion and play theory.
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	Waterplay has designed, manufactured and installed many custom themed projects around the world. Waterplay has develop a comprehensive portfolio of products based on customer feedback and prior custom projects with an aim to deliver as broad a solution as possible. Often a customers brief requires greater customization which Waterplay is well situated and designed to deliver on. Customization is one of the threads we utilize in our product development process when considering new product to commercialize where it makes sense. Our sales people and dealers are encouraged to understand the full scope of a customers needs and then work with them on standard products and custom solutions to ensure we best meet the dreams and desires of our customers.
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	ISO 9001 ISO 14001 Certified WBE (Woman Owned Business) Custom Capability *See attachments in folder titled: WBE - MBE - SBE and Related Certificates

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kerrin Smith, Vice President Strategic Growth and Customer Experience, Waterplay Solutions Corp.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☒	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☒	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☒	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☒	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☒	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☒	2



RFP #010521
REQUEST FOR PROPOSALS
for
Playground and Water Play Equipment with Related Accessories and Services

Proposal Due Date: January 5, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	November 10, 2020
Pre-proposal Conference:	December 3, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	December 23, 2020, 4:30 p.m., Central Time
Proposal Due Date:	January 5, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 5, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Playground and Water Play Equipment with Related Accessories and Services, including, but not to be limited to:

- a. Playground equipment, site furnishings, site amenities, and accessories;

- b. Water play and aquatic recreational structures and equipment, such as splash pads, waterparks, waterslides, playable fountains, ground sprays and activity towers;
 - c. Playground surfacing and fall protection, and water play and aquatic recreational surfacing; and,
 - d. Services related to the solutions described in subsections 1. a. - c. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- 1. Athletic Surfacing with Related Materials, Supplies, Installation, and Services (RFP #060518)
 - 2. Athletic and Physical Education Equipment and Supplies with Related Accessories (RFP #071819)
 - 3. Flooring Materials, with Related Supplies and Services (RFP #080819)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$70 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

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Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
 - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;

- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



11/12/2020

Addendum No. 1

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture site amenities such as tables, bollards, benches, trash receptacles and more. We do not manufacture playgrounds or water play equipment. Based on this, can we bid as a provider of the equipment and installation of our product scope?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services).

Question 2:

Do we need to be able to provide all the items listed in the Requested Equipment, Products, or Services to respond to the RFP?

Answer 2:

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed ... to the largest possible cross-section of Sourcewell current and future Participating Entities." A proposer is not required to offer all possible products or services within the scope of the solicitation to be considered for award.

Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/12/2020, is required at the time of proposal submittal.



11/13/2020

Addendum No. 2

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a manufacturer's representative in New York. Will that disqualify us from an award?

Answer 1:

A proposer is not required to cover every geographic region to be considered for award. Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Participating Entities. Refer to the RFP Article on Participating Entities and Use of the Resulting Contracts for details. Each proposal is evaluated based on the criteria stated in the RFP.

Question 2:

Are you looking for pour in place rubber surfacing? This will be hard to provide, as it is dependent on the equipment being used for fall height and location of the playground or park.

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A proposer can propose its entire line of equipment, products, and services falling within the scope of the RFP. Section II. B. of the RFP addresses the Requested Equipment, Products, or Services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/13/2020, is required at the time of proposal submittal.



11/19/2020

Addendum No. 3

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is this RFP the same as the previous Recreation and Playground Equipment, Accessories, and Supplies contract that expires on 4/14/21?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP. Each RFP is an opportunity independent of any other prior, current or future RFPs.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/19/2020, is required at the time of proposal submittal.



12/7/2020

Addendum No. 4

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a manufacturer with dealers and sales partners in many states and provinces. If awarded a contract, are we able to assign the contract to the local partner so that we do not need to be registered to collect tax in every state and province?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “... If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements of the RFP and the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

For additional detail on the requirement for awarded suppliers with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers, Distributors, and/or Resellers.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/7/2020, is required at the time of proposal submittal.



12/18/2020

Addendum No. 5

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Table 5 required for submission? Will bid be considered incomplete without it?

Answer 1:

It is left to the discretion of each proposer to determine the documentation necessary to satisfy all the requirements included in the questionnaire tables. All proposals are evaluated based on the criteria as stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/18/2020, is required at the time of proposal submittal.



12/22/2020

Addendum No. 6

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we email our financial statements to a procurement representative for review rather than submitting in the portal?

Answer 1:

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

Question 2:

Are you selecting multiple suppliers for award?

Answer 2:

Refer to RFP Section VI. - EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/22/2020, is required at the time of proposal submittal.



Proposal Opening Record

Date of opening: January 5, 2021

Sourcewell posted Request for Proposal #010521, for the procurement of Playground and Water Play Equipment with Related Accessories and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, November 10, 2020, and the solicitation remained in an open status within the portal until January 5, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 5, 2021, the date and time specified in the Solicitation Schedule.

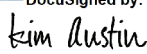
The undersigned certify that all responses received on Request for Proposal #010521 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

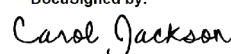
Responses were received from the following:

ABC WATER PRODUCTS, INC. - Submitted 12/30/20 at 6:37:54 AM
AquaWorx, Inc. - Submitted 1/04/21 at 9:14:51 AM
BCI Burke Company, LLC - Submitted 1/05/21 at 9:24:22 AM
Berliner Seilfabrik Play Equipment Corporation - Submitted 1/05/21 at 3:15:28 PM
Columbia Cascade Company - Submitted 1/05/21 at 1:59:57 PM
CXT, Inc. - Submitted 1/04/21 at 1:19:37 PM
Ecore International - Submitted 12/22/20 at 3:42:29 PM
Henderson Recreation Equipment, Limited - Submitted 1/04/21 at 8:53:07 AM
Industrial Shadeports, Inc. - Submitted 1/05/21 at 8:58:33 AM
Keystone Ridge Designs, Inc. - Submitted 1/04/21 at 2:46:38 PM
Landscape Structures, Inc. - Submitted 1/05/21 at 2:56:03 PM
North West Rubber - Submitted 1/05/21 at 12:18:57 PM
PlayPower - Submitted 1/05/21 at 4:13:14 PM
Prophet Corp. - Submitted 1/05/21 at 1:25:02 PM
Public Restroom Company - Submitted 1/04/21 at 7:45:28 PM
Raindrop Products, LLC - Submitted 1/05/21 at 12:46:52 PM
Rubbercycle, LLC - Submitted 1/04/21 at 7:20:16 PM
Ry-Lecia Corp. - Submitted 12/23/20 at 7:22:41 AM

Saris Cycling Group - Submitted 1/05/21 at 2:09:39 PM
SofSurfaces, Inc. - Submitted 1/05/21 at 12:39:03 PM
The Fountain People - Submitted 1/05/21 at 2:44:21 PM
The Recreational Group - Submitted 1/05/21 at 9:18:30 AM
TLMV, Inc. dba American Fence Company - Submitted 1/05/21 at 3:10:39 PM
Vortex USA - Submitted 1/05/21 at 7:40:03 AM
Waterplay Solutions - Submitted 1/05/21 at 1:13:40 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on January 5, 2021, at 4:31:19 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

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Kim Austin, CPPB, Procurement Lead Analyst

DocuSigned by:

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Carol Jackson, Procurement Analyst

Member Veronen moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2020-21

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

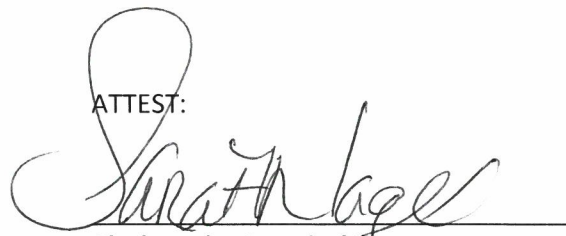
NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nagel and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts, Chris Kircher

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:


Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS -August 2020

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Rink Systems, Arena Supplies, and Mechanical with Related Equipment and Services
 Skate Parks, Bike Parks, and Pump Tracks with Related Equipment and Services
 Open Air Structures and Recreation Buildings with Related Equipment and Services
 Outdoor Fitness Equipment with Related Accessories & Services
 Playground and Water Play Equipment with Related Accessories & Services

Requesting Board permission to Re-Solicit the following categories:

NEW CONTRACTS

Peterbilt Motors Company	060920-PMC	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
The Lion Electric Co.	060920-LON	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
West-Mark (Certified Stainless)	060920-CER	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
National Auto Fleet Group	060920-NAF	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
Crane Carrier Company	060920-CRN	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
Autocar Truck	060920-ATC	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
Navistar Inc.	060920-NVS	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
Kenworth Truck Company	060920-KTC	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
Mack Trucks	060920-MAK	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>

5th YEAR RENEWALS (CONTRACT EXTENSIONS)

Ford Motor Co.	061015-FMA	<i>Fleet Related Maintenance Equipment</i>
Syn-tech Systems, Inc.	022217-SYS	<i>Fleet Management and Related Technology</i>

NEW ezIQC CONTRACTS

Company Name	Contract Number	Type of Work and Region

ezIQC RENEWALS

J.J. Morley Enterprises, Inc.	GA10-1-072115-JME	
Greene & Burdette Property Management, LLC	GA07-2-072115-GBP	
Rubio and Son Interiors, Inc.	GA07-1-072115-RSI	
Red Cloud Services, LLC	GA05-1-072115-RCS	
Engineering Design Technologies, Inc.	GA04-1-072115-EDT	
HCR Construction, Inc.	GA03-3-072115-HCR	
Osprey Management, LLC	GA03-2-072115-OML	
Johnson-Laugh Construction, LLC	GA03-1-072115-JLC	
Astra Construction Services, LLC	GA02-2-072115-ACS	
Prime Contractors, Inc.	GA02-1-072115-PCI	
Centennial Contractors Enterprises, Inc.	GA-072115-CCE	
JOC Construction	GA-072115-LRI	
F.H. Paschen, S.N. Nielsen & Associates, LLC	GA-072115-FHP	
Brown & Root	GA-072115-KBR	

**SOURCEWELL
STATE OF MINNESOTA**



Member Sharon Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-08

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Ryan Thomas and the following voted in favor: (list names here)

Mike Wilson, Greg Zylka, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts and Chris Kircher.

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - March 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Parking Management, Systems and Infrastructure, with Related Equipment and Services
 Road Right-of-Way Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies

Requesting Board permission to Re-Solicit the following categories:

Pest Management Services with Related Products (Published March 10, 2021)
 Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
BCI Burke Company, LLC	010521-BUR	"Playground and Water Play Equipment with Related Accessories and Services"
Landscape Structures, Inc.	010521-LSI	"Playground and Water Play Equipment with Related Accessories and Services"
PlayPower, Inc.	010521-LTS	"Playground and Water Play Equipment with Related Accessories and Services"
Rain Drop Products, LLC	010521-RDP	"Playground and Water Play Equipment with Related Accessories and Services"
SofSurfaces, Inc.	010521-SFS	"Playground and Water Play Equipment with Related Accessories and Services"
Waterplay Solutions Corp.	010521-WTR	"Playground and Water Play Equipment with Related Accessories and Services"
Atlantic Diving Supply, Inc. (ADS)	011221-ADS	"Body Armor with Related Accessories, Equipment and Services"
Galls, LLC	011221-GAL	"Body Armor with Related Accessories, Equipment and Services"
HighCom Armor Solutions, Inc.	011221-HCM	"Body Armor with Related Accessories, Equipment and Services"
NP Aerospace (Canada), Limited	011221-NPA	"Body Armor with Related Accessories, Equipment and Services"
U.S. Armor Corporation	011221-URM	"Body Armor with Related Accessories, Equipment and Services"
PorterCorp	012621-PPC	"Open Air Structures and Accessory or Utility Buildings with Related Equipment"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Caterpillar, Inc.	120617-CAT	"Electrical Energy Power Generation with Related Parts, Supplies and Services"
Cummins, Inc.	120617-CMM	"Electrical Energy Power Generation with Related Parts, Supplies and Services"

NEW eziQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

eziQC RENEWALS

Company Name	Contract Number	

eziQC CONTRACT EXTENSIONS

Company Name	Contract Number	



Proposal Evaluation
Playground and Water Play Equipment with Related Accessories and Services RFP #010521

		ABC WATER PRODUCTS INC	AquaWorx, Inc.	BCI Burke Company, LLC	Berliner Seilfabrik Play Equipment Corporation	Columbia Cascade Company	CXT Inc	Ecore International	Henderson Recreation Equipment Limited	Industrial Shadeports Inc.	Keystone Ridge Designs, Inc.	Landscape Structures Inc.	North West Rubber	PlayPower
Possible Points														
Conformance to RFP Requirements	50	32	39	42	37	37	35	37	41	35	43	44	41	43
Pricing	400	322	335	329	278	308	344	323	322	334	336	330	325	342
Financial Viability and Marketplace Success	75	49	54	66	54	51	61	60	57	52	62	66	56	68
Ability to Sell and Deliver Service	100	69	81	83	71	65	78	78	78	65	81	83	80	87
Marketing Plan	50	36	42	43	35	37	39	38	37	38	42	43	37	44
Value Added Attributes	75	45	59	65	57	57	63	60	61	62	63	67	56	67
Warranty	50	42	43	44	42	39	38	40	44	43	42	42	41	43
Depth and Breadth of Offered Equipment, Products, or Services	200	156	155	166	147	148	123	141	154	135	144	177	138	178
Total Points	1,000	751	808	838	721	742	781	777	794	764	813	852	774	872
Rank Order		20	10	5	23	22	14.5	16	13	19	8	2	17	1

		Prophet Corp.	Public Restroom Company	Raindrop Products LLC	Rubbercycle LLC	Ry-Lecia Corp	Saris Cycling Group	SofSurfaces, Inc	The Fountain People	The Recreational Group	TLMV Inc dba American Fence Company	Vortex USA	Waterplay Solutions
Possible Points													
Conformance to RFP Requirements	50	42	38	41	37	36	36	43	36	41	37	41	44
Pricing	400	332	316	343	330	259	328	333	311	346	307	299	341
Financial Viability and Marketplace Success	75	58	62	64	60	51	56	62	60	57	49	64	64
Ability to Sell and Deliver Service	100	78	73	83	80	60	74	85	76	76	62	84	82
Marketing Plan	50	44	43	45	36	30	40	44	40	42	37	43	43
Value Added Attributes	75	62	61	66	60	34	60	65	58	58	52	62	67
Warranty	50	45	43	43	43	37	41	46	43	42	42	40	42
Depth and Breadth of Offered Equipment, Products, or Services	200	158	130	166	151	136	115	148	157	147	134	166	164
Total Points	1,000	819	766	851	797	643	750	826	781	809	720	799	847
Rank Order		7	18	3	12	25	21	6	14.5	9	24	11	4

DocuSigned by:
Kim Austin
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Michael Muñoz
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Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

DocuSigned by:
Beverly Hoernberg
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Beverly Hoernberg, Procurement Analyst



Staff Report

CITY COUNCIL MEETING DATE: August 23, 2021

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 8/19/2021
SUBJECT: Police and Fire Retirement Board

BACKGROUND:

DISCUSSION:

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

Staff respectfully requests

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: August 23, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, Administrative Services Director
DATE: 8/19/2021
SUBJECT: Cybersecurity

BACKGROUND:

During the August 9th, 2021 budget workshop, City Council presented questions about the status of the City's information technology division as it pertains to cybersecurity risks.

As we continue to strive to provide exceptional municipal services, cybersecurity cannot be forgotten. Other cities, including the City of Pensacola have fallen victim to ransomware and have been held hostage from their data. We must secure our data to sufficiently protect our citizens and employees.

The Information Technology Division was formed in FY2019, in FY 2020 it became part of the Administrative Services Department. Prior to 2019, the staff reported to the City Clerk's office and the Police Department. The division currently consist of 3 employee, an IT Manager, IT Specialist and IT technician. At this time, the IT Specialist is dedicated to Police and Dispatch divisions.

DISCUSSION:

The Information Technology division monitors the cybersecurity of the city and continuously assesses the risk. As needed, city staff partner with contractors who specialize in cybersecurity to ensure the needs of staff and citizens are met while maintaining security. Staff maintains up to date knowledge on the subject matter by benchmarking against like agencies by participating in virtual continuing education and attending cybersecurity conferences. The city partners with several companies to provide cloud based data storage solutions.

In FY 21 budget year, the city made a leap forward in cybersecurity by connecting our facilities through a cloud firewall system, consolidated and secured data storage devices, updating the city's Information Technology policy, and replacing the majority of devices that were too outdated to receive security updates. Additionally, staff partnered with vTechio to migrate the police department's email server to a secure cloud based system which specializes in government data.

In FY 21, vTechio was contracted for a network vulnerability and security assessment. vTechio gave the city a poor rating and made several recommendations to increase security. Many of these recommendations are included in the 2021-2022 budget, such as replacement of devices that cannot be receive the most up to date security patches and installing a supplement to our current firewall for the most secure data. Additional recommendations include end user training and endpoint protection.

In the 2021-2022 budget year, staff will be replacing and reconfiguring our firewalls, updating data storage

devices, transitioning physical networking devices to a more secure form of device and transitioning the city's email and cloud based document storage from a commercial grade to the government grade cloud.

Cybersecurity remains a risk, therefore the city insures against this threat and IT staff have procedures in place for coordination with communications department to disseminate any relevant information to staff and citizens.

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

Communication- To engage, inform and educate public and staff

FINANCIAL IMPACT

This is only an update on the current state of cybersecurity, noted expenditures are captured in the 2021-2022 budget.

RECOMMENDED ACTION

No action needed.

Attachments

None