



November 8, 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](mailto:cityclerk@cityofcrestview.org).**

1. **Call to Order**
2. **Invocation, Pledge of Allegiance**
  - 2.1. Pastor Clint Nelson, Lifepoint Church
3. **Open Policy Making and Legislative Session**
4. **Approve Agenda**
5. **Presentations and Reports**
  - 5.1. Small Business Saturday
  - 5.2. Recognition of Past Elected Officials
6. **Consent Agenda**
  - 6.1. Approval of funding from the 2021-2022 Voca Grant
  - 6.2. HVAC Blackwater Golf Club
7. **Public Hearings / Ordinances on Second Reading**
  - 7.1. Ordinance 1831 Parking and Vehicles
  - 7.2. Ordinance 1836 - Chickens

## **8. Ordinances on First Reading**

8.1. Ordinance 1848 - Ferdon Boulevard South Rezoning

## **9. Resolutions**

## **10. Action Items**

10.1. Appointment of TDC Board Member

## **11. City Clerk Report**

11.1. Veterans Parade Update

## **12. City Manager Report**

12.1. City Manager Updates

## **13. Comments from the Mayor and Council**

## **14. Comments from the Audience**

## **15. Adjournment**

Note: The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Item are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The Card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers .If any person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City Council of the City of Crestview, Florida does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation as provided for in the American With Disabilities Act to insure access to and participation in the meeting should contact the Office of the City Clerk at (850)682-1560 prior to the meeting to make appropriate arrangements.

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



# Staff Report

CITY COUNCIL MEETING DATE: November 8, 2021

TYPE OF AGENDA ITEM: Action Item

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TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Ray Harp  
DATE: 11/4/2021  
SUBJECT: Approval of funding from the 2021-2022 Voca Grant

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**BACKGROUND:**

The Crestview Police Department implemented a Victim Advocate position in fiscal year 2020 to assist and support victims of crime. Also in the fiscal year 2020, The Crestview Police Department was approved for the Victims Of Crime Act Grant (VOCA). With those funds, we were able to cover seventy-five percent (75%) of the Victim Advocate's salary as well as purchase accessories to assist with providing the best services possible to victims of crime.

**DISCUSSION:**

The City has again been approved for the VOCA Grant funding for the 2021-2022 fiscal year. These funds will be utilized to absorb seventy-five percent (75%) of the cost of the Victim Advocate position. The Victim Advocate position is a great tool to improve the quality of service the Crestview Police Department provides to the victims of crime within our city. This is accomplished when the advocate provides information and referrals, assistance in filing for protective injunctions, assistance in filing for victim compensation through the OAG, accompaniment through the medical and legal processes, crisis intervention, information regarding case status and case updates, and support and guidance. The advocate allows our officers to focus on detection, prevention and investigation of crimes, while the Advocate focuses on the needs of the victim.

**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

**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

### **FINANCIAL IMPACT**

The VOCA Grant provides a seventy-five percent (75%) reimbursement of expenditures related to the victim's advocate position . The City will be responsible for requesting reimbursement after the disbursements occur. Total funding is \$43,776.24 and will be distributed according to the grant agreement as follows: \$37,759.52/salaries, \$3,375.92/equipment, \$640.80/operating costs and \$2,000.00/training expenses.

The increase in revenues will be presented in the quarterly budget amendment as provided by the Finance Department.

### **RECOMMENDED ACTION**

Staff respectfully request approval of the VOCA Grant Funding in the amount of \$43,776.24.

### **Attachments**

1. VOCA 2021 City of Crestview Police 00515

**OFFICE OF THE FLORIDA ATTORNEY GENERAL**  
**VOCA 2021-2022**  
**Organization: City of Crestview Police**  
**Grant No.: VOCA-2021-City of Crestview Police-00515**  
**Version Date: 10/19/2021 15:57:31**  
**Applicant Information**

**Provide the legal name of the Applicant Agency. If awarded funding, this information will be used for contract purposes.**

Crestview Police Department

Federal Data Universal Numbering System (DUNS) Number: 025063611

Federal Employee Identification Number (FEIN): 596000295

Registered with the System of Award Management (formally CCR)? Yes

|                                                 |                              |        |                         |
|-------------------------------------------------|------------------------------|--------|-------------------------|
| <b>Agency Director:</b>                         | Prefix (Mr., Ms., Dr., etc.) | Mr.    | Title: Chief            |
| Name:                                           | Stephen McCosker             |        |                         |
| Telephone #:                                    | (850) 682-3544               | Fax #: | (850) 682-2080          |
| Mailing Address:<br>(Street, P.O. Box,<br>etc.) | 201 Stillwell Blvd           |        |                         |
| City:                                           | Crestview                    | State: | Florida                 |
| Zip Code:                                       | 32539-2221                   |        |                         |
| Email Address:                                  | McCoskerS@crestviewpd.org    |        |                         |
| <b>Performance Report Contact:</b>              | Prefix (Mr., Ms., Dr., etc.) | Major  | Title: Support Services |
| Name:                                           | Raymond Harp                 |        |                         |
| Telephone #:                                    | (850) 306-3748               | Fax #: | (850) 682-2080          |
| Mailing Address:<br>(Street, P.O. Box,<br>etc.) | 201 Stillwell Blvd.          |        |                         |
| City:                                           | Crestview                    | State: | Florida                 |
| Zip Code:                                       | 32539-2221                   |        |                         |
| Email Address:                                  | harpr@crestviewpd.org        |        |                         |

OFFICE OF THE FLORIDA ATTORNEY GENERAL

VOCA 2021-2022

Organization: City of Crestview Police

Grant No.: VOCA-2021-City of Crestview Police-00515

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Applicant Information

**Financial Contact:** Prefix (Mr., Ms., Dr., etc.) Mrs. Title: Finance Director

Name: Gina Toussaint

Telephone #: (850) 682-1560 Fax #: (850) 683-0476

Mailing Address: 198 N. Wilson Street  
(Street, P.O. Box,  
etc.)

City: Crestview State: Florida

Zip Code: 32536-3436

Email Address: ginatoussaint@cityofcrestview.org

I acknowledge that I have read, understand, and agree to the conditions set forth in the Victims of Crime Act (VOCA) Grant Application, Instructions and the VOCA Rules for the duration of the grant period. I certify that the information contained in this application is true, complete and correct.

I acknowledge that the applicant agency, if awarded a VOCA grant, will comply with Federal Rules Regulating Grants and State Criteria. Subrecipients must comply with the applicable provisions of VOCA, the VOCA Rules, the requirements of the OJP Financial Guide, effective edition, and all laws, rules and regulations applicable to expenditures of State funds including the Reference Guide for State Expenditures. Subrecipients must maintain appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes: financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit. Subrecipients will abide by any additional eligibility or service criteria as established by the state grantee including submitting statistical and programmatic information on the use and impact of VOCA funds, as requested.

PUBLIC AGENCIES ONLY: I hereby certify that pursuant to the VOCA Rules, grant funds will be used to enhance or expand services and will not be used to supplant state and local funds that would otherwise be available for crime victim services.

**Signature of Agency Director:** Stephen McCosker

**Date:** October 01, 2021 2:29PM

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VOCA 2021-2022

Organization: City of Crestview Police

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Agency Eligibility

1) Identify which of the following categories best describes the applicant agency:

Public

2) Describe the type of implementing agency (choose only one category):

✓

**Government Agencies Only (choose one from the drop-down menu):**

Law Enforcement

Describe Other:

**Campus Organizations Only (choose one from the drop-down menu):**

Describe Other:

**Non-profit Organization Only (choose one from the drop-down menu):**

**Federally Recognized Tribal Governments, Agencies, and Organizations Only  
(choose one from the drop-down menu):**

Describe Other:

3) **Judicial circuit to be served:**

First

4) **Subgrantee Agency Service Area(s) (List the counties that cover the service area of your organization);**

Okaloosa County

5) **List the total population of the service area:**

25,675

6) **Describe the geographic characteristics of the service area (choose one from the drop-down menu):**

Urban

7) **Congressional District(s) served:**

1st

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**Agency Eligibility**

- 8) **Describe the purpose of the Proposed VOCA sub award: (choose one from the drop-down menu):**  
Start up a new victim services project
- 9) **Funds will primarily be used to (choose one from the drop-down menu):**  
Offer new types of services
- 10) **Is the applicant organization faith-based? (choose one from the drop-down menu):**  
No
- 11) **Include the address of the location(s) victim services will be provided:**  
On-Site at Victim's Residence and at :  
Crestview Police Department  
201 Stillwell Blvd.  
Crestview, Florida 32539-2221
- 12) **Provide the agency's website address:**  
crestviewpd.org

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**Certification Regarding Debarment**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier

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**Certification Regarding Debarment**

covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

**U. S. DEPARTMENT OF JUSTICE**  
**OFFICE OF THE COMPTROLLER**  
**OFFICE OF JUSTICE PROGRAMS**

**Certification Regarding**  
**Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Lower Tier Covered transactions**  
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67.510. Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 B 19211).

- 1) The prospective lower tier participant certifies, by submission of the proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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**VOCA 2021-2022**

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**Certification Regarding Debarment**

- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Maj. Raymond C. Harp

Name and Title of Authorized Official

✓

Signature of Authorized Official

October 01, 2021 2:22PM

Date Signed

Crestview Police Department

Name of Organization

201 Stillwell Blvd

Address of Organization

OFFICE OF THE FLORIDA ATTORNEY GENERAL

VOCA 2021-2022

Organization: City of Crestview Police

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Special Conditions Certification

**Victims of Crime Act (VOCA) Section 539, Consolidated and Further Continuing Appropriations Act, 2013, Special Conditions Certification Form**

Section 539 of the Consolidation and further Continuing Appropriations Act, 2013 provides the following requirement:

**Computer Network Requirement**

The Agency understands and agrees that:

a) No award funds may be used to maintain or establish a computer network system unless such network blocks the viewing, downloading, and exchanging of pornography, and

b) Nothing in item (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

\* Each agency must have some type of blocking software, if their networks are supported ("maintained") by VOCA funds;

\* This includes the purchase of new computer equipment (computers, monitors and printers), or software of any kind (new and/or updates) for the computer network system.

**AGENCY CERTIFICATION:**

VOCA funding is **NOT USED** to maintain or establish a computer network system.

OR

- ✓ VOCA funding is **USED** to maintain or establish a computer network system. However, the computer network system is (select one below):

**Is currently** blocking the viewing, downloading, and exchanging of pornography, or

**Is not able** to block the viewing, downloading and exchanging of pornography.

Anticipated date of blocking software purchase (fill in date), or

- ✓ Exempt because organization is a Federal, State, tribal, or local law enforcement agency, or an entity carrying out criminal investigations, prosecutions, or adjudication activities.

Agency Name: Crestview Police Department

Name of Authorized Official: Maj. Raymond C. Harp

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**Special Conditions Certification**

Signature and Title of Authorized Official: ✓

Date of Certification: 10/1/2021

OAG Staff Only:

✓ Approved

Not Approved

Courtney R. Pellegrino  
Approved By

October 04, 2021 2:04PM  
Date Approved

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**Standard Assurances**

**U.S. Department of Justice**  
**Office of Justice Programs**  
**Office for Victims of Crime**  
**AWARD CONTINUATION**  
**SHEET**  
**Grant**

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/Legal Notices-AwardReqs.htm](http://ojp.gov/funding/Explore/Legal%20Notices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurance or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements—whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period—may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or -unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such

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provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP

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grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to “de minimis” indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the “de minimis” indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate), in writing of the potential duplication, and, if so requested by the DOJ awarding agency and/or OAG, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by the reference here.

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This condition does not apply to an award, to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Employment eligibility verification for hiring under the award

1. The recipient (and any "subrecipient" at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provision of 8 U.S.C. 1324a(a) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

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A. Staff involved in the hiring process

For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any “subgrantee” at any tier), must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (or a subrecipient) – (1) creates, collects ,uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a “Federal information system” (OMB Circular A-130). The recipient’s breach

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procedures must include a requirement to report actual or imminent breach of P 11 to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards (“subgrants”) must have specific federal authorization

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that—for purposes of federal grants administrative requirements—OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirements for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards (“subgrants”) must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that—for purposes of federal grants administrative requirements—OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

12. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in Part) by this award, whether by the recipient or by a subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements-including as set at 2 C.F.R. 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding

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is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [to] be conducted in a manner providing full and open competition” and forbidding practices “restrictive of competition,” such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

**2. Monitoring**

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

**3. Allowable costs**

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

**4. Rules of construction**

A. The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or “subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**13. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)**

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (“subgrantees”), or individuals defined (for purposes of this condition) as “employees” of the recipient or of any subrecipient.

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The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

14. Determination of suitability to interact with participating minors

SCOPE. The condition applies to this award if it is indicated – in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Expore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the DOJ Grants Financial Guide").

16. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection

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supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17. OJP Training Guiding Principles

Any training or training materials that recipient—or any subrecipient (“subgrantee”) at any tier—develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

18. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ award agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

19. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the performance of this award, if the recipient is designated as “high-risk” for purposes of the DOJ high-risk grantee list.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

23. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awards by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law).

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Reporting potential fraud, waste, and abuse, and similar misconduct

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The recipient, and any subrecipients (“subgrantees”) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award— (1) submitted a claim that violates the False Claim Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select “Submit Report Online”); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW. Washington , DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG web site at <https://oig.justice.gov/hotline>.

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (“subgrantee”) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which related to classified information), Form 4414 (which related to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Message While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the

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course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirements to disclose whether recipient is designated “high risk” by a federal grant-making agency outside of DOJ

If the recipient is designated “high risk” by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient’s past performance, or other programmatic or financial concerns with the recipient. The recipient’s disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

30. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OJP has no discretion to permit extensions beyond the statutory period (E.g., VOCA funds awarded in FY 2020, are available until the end of FY 2023).

31. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

32. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)

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(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

33. The recipient authorizes the Office for Victim of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, papers, or documents related to this grant.

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

36. The recipient must receive and engage in any training and technical assistance activities recommended by the Office for Victims of Crime.

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Name of Authorized Official: Maj. Raymond C. Harp

Signature of Authorized Official: ✓

Date Signed: October 01, 2021 2:47PM

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**EEOP Certification Form**

**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Carefully read the instructions below and then complete the applicable section for your agency.

**Recipient's Name:** City of Crestview Police

**DUNS Number:** 025063611

**Address:** 201 Stillwell Blvd, Crestview, Florida, 32539-2221

**Grant Title:** VOCA 2021

**Grant Number:** VOCA-2021-City of Crestview  
Police-00515

**Requested Award Amount:** \$43,776.24

**Name and Title of Contract Person:** Mr. Stephen McCosker Chief

**Telephone Number:** (850) 682-3544

**E-Mail Address:** McCoskerS@crestviewpd.org

**Section A - Declaration Claiming Complete Exemption from the EEOP Requirement**

*Please check all the following boxes that apply:*

Recipient has less than fifty employees.

Recipient is an educational institution.

Recipient is a nonprofit organization.

Recipient is a medical institution.

Recipient is an Indian tribe.

Recipient is receiving an award less than  
\$25,000.

I, *[responsible official]*,  
certify that *[recipient]* is

not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

I further certify that *[recipient]*

will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

✓ **Section B - Declaration Claiming Exemption from the EEOP Submission Requirement and  
Certifying that an EEOP is on File for Review**

*If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$750,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):*

I, Maj. Raymond C. Harp *[responsible official]*,

certify that Crestview Police Department *[recipient]*,

which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$750,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt.

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EEOP Certification Form

E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Crestview City Hall Human Resources [organization],  
198 N. Main Street, Crestview, Florida, 32536 [Address].

**Section C - Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review**

*If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$750,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.*

I, [responsible official],  
certify that [recipient],  
which has fifty or more employees and is receiving a single award of \$750,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Maj. Raymond C. Harp

*Name and Title of Authorized Official*

✓

*Signature of Authorized Official*

October 01, 2021 2:48PM

*Date Signed*

**OFFICE OF THE FLORIDA ATTORNEY GENERAL**  
**VOCA 2021-2022**  
**Organization: City of Crestview Police**  
**Grant No.: VOCA-2021-City of Crestview Police-00515**  
**Version Date: 10/19/2021 15:57:31**  
**Related Parties Questionnaire**

**Agency Name:** Crestview Police Department

- 1) Are there currently any family relationships that exist between the board of directors, the agency's principal officers, the agency's employees, and any independent contractors? No

If yes, describe any and all family relationships that exist and indicate if your agency has a related parties policy.

- 2) Are you aware of any interests, direct or indirect, that exist with the current board of directors, the current agency principal officers, the current agency employees, or any current independent contractors in the following area?

- A) Sale, purchase, exchange, or leasing of property? No  
B) Receiving or furnishing of goods, services, or facilities? No  
C) Transfer or receipt of compensation, fringe benefits, or income or assets? No  
D) Maintenance of bank balances as compensating balances for the benefit of another? No

If yes to any above, describe any and all interests that you are aware of at this time.

- 3) Are any current board of directors, current agency's principal officers, current agency's employees, or any current independent contractors indebted to the agency? No

If yes, describe any and all family relationships that exist and indicate if your agency has a related parties policy.

- 4) Have any current board of directors, current agency principal officers, current agency employees, or any current independent contractors misappropriated assets or committed other forms of fraud against the agency? No

If yes, describe any and all family relationships that exist and indicate if your agency has a related parties policy.

**OFFICE OF THE FLORIDA ATTORNEY GENERAL**

**VOCA 2021-2022**

**Organization: City of Crestview Police**

**Grant No.: VOCA-2021-City of Crestview Police-00515**

**Version Date: 10/19/2021 15:57:31**

**Related Parties Questionnaire**

By signing this form, I hereby certify that the information contained in this questionnaire is true and accurate to the best of my knowledge and belief. I acknowledge my obligation to notify the Office of the Attorney General VOCA Grant Manager for this contract of any changes to the information provided.

Maj. Raymond C. Harp

Name and Title of Authorized Official

✓

Signature of Authorized Official

October 01, 2021 2:48PM

Date Signed

**OFFICE OF THE FLORIDA ATTORNEY GENERAL**

**VOCA 2021-2022**

**Organization: City of Crestview Police**

**Grant No.: VOCA-2021-City of Crestview Police-00515**

**Version Date: 10/19/2021 15:57:31**

**VOCA Personnel Budget: Victim Advocate 1**

**Agency Name:** Crestview Police Department

Complete the table below and provide information about each position requested. In the Budget Narrative section indicate if the salary/benefit expenses listed include costs that are anticipated during the 12 month period. For example, raises and increases in benefit costs, as well as any other information needed to support the request.

Provide a job description for all proposed VOCA-funded staff and indicate the percentage of time by each job duty. Failure to provide VOCA allowable job descriptions may result in a reduction to your request. The job description must reflect VOCA allowable activities that are equal to or greater than the percentage of the position that is VOCA funded.

**RATE:** A percentage should be indicated for those benefits that are calculated by using a percentage of the gross salary, e.g., retirement is often calculated in this manner.

**Personnel:**

|                           | Total Actual Cost<br>(from chart below)                   | Total Amount<br>VOCA Funded | Percent VOCA<br>Funded | VOCA Funded<br>FTE |
|---------------------------|-----------------------------------------------------------|-----------------------------|------------------------|--------------------|
| Position: Victim Advocate | \$50,346.02                                               | \$37,759.52                 | 75%                    | 0.75               |
| Personnel Narrative:      | The Crestview Police Dept. is hiring one victim advocate. |                             |                        |                    |
| Sub-Total                 | \$50,346.02                                               | \$37,759.52                 |                        | 0.75               |

**Agency Contribution for Personnel Expenses** \$12,586.50

**Pay Schedule: (choose one from the drop-down menu)** Weekly

Position Number:

Hours per week = 40  
Hourly Rate = \$16.50

|              |             | RATE  | Yearly<br>Employer<br>Cost | Per Pay Period<br>Approved Budget |
|--------------|-------------|-------|----------------------------|-----------------------------------|
| Gross Salary | \$34,320.00 |       | \$34,320.00                | \$660.00                          |
| FICA         |             | 7.5%  | \$2,574.00                 | \$49.50                           |
| Retirement   |             | 11.3% | \$3,878.16                 | \$74.58                           |
| Health Ins.  |             |       | \$7,806.96                 | \$150.13                          |
| Life Ins.    |             |       | \$138.60                   | \$2.67                            |
| Dental Ins.  |             |       | \$180.00                   | \$3.46                            |

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VOCA 2021-2022

Organization: City of Crestview Police

Grant No.: VOCA-2021-City of Crestview Police-00515

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VOCA Personnel Budget: Victim Advocate 1

|                            |       |             |          |
|----------------------------|-------|-------------|----------|
| Workers Comp               | 4.22% | \$1,448.30  | \$27.85  |
| Unemployment<br>(1st \$7K) | 0%    | \$0         | \$0      |
| Other:                     |       |             | \$0      |
| TOTAL                      |       | \$50,346.02 | \$968.19 |

Explanation (if applicable):

Is this position used as a matching expense Y/N?

No

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Organization: City of Crestview Police

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VOCA Contractual/Fee for Service Budget

Agency name: Crestview Police Department

For each contractual service listed, include a description of the service to be provided, the business name of the contractor, the cost per unit of service, and the estimated units of service to be used. Indicate in the narrative section how the number of services requested was determined. Also, give a description of a unit of service, e.g., a 60 minute unit of legal services, a 60 minute individual therapy session, and a 90 minute group therapy session.

Therapy must be requested at a maximum of the following rates, per 15 minute increment/unit:

Individual Therapy- \$25 per unit

Family Therapy- \$12.25 per unit/per person

Group Therapy- \$8 per unit/per person

EXAMPLE - Budget Narrative:

Therapy, Inc., will provide therapy for adult survivors of incest. It is anticipated that this service will be used approximately 10 times during the year.

**Contractual Services** - Contracts for specialized services:

| Name of Business or Contractor / Budget Narrative | Cost Per<br>Unit of<br>Service | Estimated<br>Units of<br>Service | Total |
|---------------------------------------------------|--------------------------------|----------------------------------|-------|
|---------------------------------------------------|--------------------------------|----------------------------------|-------|

Name of Business or Contractor:

Budget Narrative:

|                      |  |  |     |
|----------------------|--|--|-----|
| Contractual Subtotal |  |  | \$0 |
|----------------------|--|--|-----|

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VOCA 2021-2022

Organization: City of Crestview Police

Grant No.: VOCA-2021-City of Crestview Police-00515

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VOCA Equipment Budget

**Agency Name:** Crestview Police Department

Items included in this section must be furniture and/or equipment costing \$2,500 or more. If awarded funds in this category, prior approval is required before purchasing items. Provide a justification for the equipment purchase requests.

**EXAMPLE - Narrative Response:**

The computer will increase the advocate's ability to reach and better serve crime victims. The cost listed above is for a complete computer package which includes the computer, monitor, software and printer.

ALL EQUIPMENT PURCHASES MUST BE PRE-APPROVED PRIOR TO THE ACTUAL PURCHASE

**Equipment:**

| Description of Equipment and a Budget Narrative                                                                                                                                                                                                        | Number | Cost Per Item | Total      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|------------|
| Description of Equipment:<br>Desktop computer with Tracking Software                                                                                                                                                                                   | 1      | \$3,375.92    | \$3,375.92 |
| Budget Narrative:<br>A computer and accessories will allow the advocate to coordinate with other institutions/Agencies and track, record, and network on a daily basis. This in turn will mean better and more efficient service to victims of crimes. |        |               |            |
| Equipment Subtotal                                                                                                                                                                                                                                     |        |               | \$3,375.92 |

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VOCA Operating Budget

**Agency name:** Crestview Police Department

Office supplies such as paper, pencils, toner, printing, books, postage, transportation for victims; monthly service costs for telephone or utilities; staff travel (for direct service to crime victims only), etc. Furniture and equipment costing less than \$2,500 should be requested from this budget category. In the narrative section, provide a brief description of the operating expenses and note if the cost is pro-rated. Indicate how the number and cost of services requested were determined (by FTE? by % use? by sq/ft?).

EXAMPLE- Narrative Response:

The Victim Advocate will need monthly telephone service calculated at \$20 per month, which is the standard rate budgeted for new positions in this agency.

**Operating:**

| Description of Operating Cost and a Budget Narrative                                                                                                                                                            | Number | Cost Per Item | Total    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|----------|
| Description of Operating Cost:<br>Telephone with monthly service                                                                                                                                                | 12     | \$53.40       | \$640.80 |
| Budget Narrative:<br>The Victim Advocate will need monthly telephone service calculated at \$53.40 a month. This is our standard rate for new positions with texting included. The total for a year is \$640.80 |        |               |          |
| Operating Subtotal                                                                                                                                                                                              |        |               | \$640.80 |

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VOCA 2021-2022

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VOCA Training Budget: Victim Service Training offered by FCPTI lodging

Agency Name: Crestview Police Department

Training requested must be to enhance delivery of victim services.

Travel associated with training must adhere to the State of Florida Travel Rules.

If awarded funds in this category, additional information will be required prior to incurring costs associated with training.

The narrative should include the name and detailed information on the training and a justification for how it will enhance

direct services to crime victims. VOCA funds will only reimburse registration, lodging and travel.

**Florida Administrative Rules related to travel expenses:**

[Click Here](#)

**Section 112.061, Florida Statutes- Travel Expenses:**

[Click Here](#)

**Reference Guide for State Expenditures:**

[Click Here](#)

**Training Expenses:**

| Description of Training Expenses and a Budget Narrative                                                                                                                                              | Number | Cost Per Item | Total      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|------------|
| Description of Training Expenses:<br>Victim Service Training offered by FCPTI<br>Budget Narrative:<br>Approved training offered by Florida Crime Prevention Training Institute for 1 victim advocate | 4      | \$400.00      | \$1,600.00 |
| Description of Training Expenses:<br>lodging<br>Budget Narrative:<br>hotel arrangements for training classes held out of town                                                                        | 4      | \$100.00      | \$400.00   |
| Training Subtotal                                                                                                                                                                                    |        |               | \$2,000.00 |

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VOCA 2021-2022

Organization: City of Crestview Police

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VOCA Match Budget: Advocate Supervision

**Agency Name:** Crestview Police Department

Program Match: The VOCA Rules require that all proposals provide a 20% match of the total VOCA project. Total VOCA Project is defined as the VOCA Budget Request plus the Program Match. Match funds are subject to the same restrictions that govern VOCA grant funds, i.e., the source of program match must be a VOCA-allowable expenditure. Training is not approved as a matching contribution.

To determine the amount of match required by the VOCA Rules for the proposed VOCA project, divide the total amount of the VOCA Budget Request by four. The result is the amount of the program match. For example, if the VOCA Budget Request is \$30,000, then divide \$30,000 by four which equals \$7,500. In this case, the required match is \$7,500 which equals 20% of the total VOCA project. The following further illustrates the program match requirement:

|                  |
|------------------|
| \$30,000         |
| <u>+ \$7,500</u> |
| \$37,500         |

Allowable match funds may include, but are not limited to, volunteers, staff salaries, rent, equipment, operating costs, etc. Federal funds from other sources cannot be used for VOCA match. Match used for the VOCA project cannot be used as match for any other grant. Do not over report match, i.e., do not provide match in excess of 20% of the total VOCA project. Match may be provided as either cash or in-kind or a combination of cash and in-kind as follows:

**Cash Match:** A cash match is any cost component that is included in the agency's overall budget as it applies to the provision of direct services for victims of crime, i.e., staff providing direct victim services, travel related to the delivery of direct victim services, rent paid by the agency for the portion of the program providing direct victim services, etc. If the agency pays for the expense, then it may be used as a cash match.

**In-Kind Match:** An in-kind match includes donated items or services that benefit the program but which do not have a dollar value assigned for budgeted purposes. For example, programs may use volunteer hours as match. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the applicant agency. If the required skills are not found in the applicant agency, the rate of compensation must be consistent with the labor market. Programs may use items donated by other programs or individuals as in-kind match, i.e., rent and utilities used for the provision of direct services to victims and donated by another source outside the agency.

The Program match section is an itemized description by budget category of proposed matching contributions. The budget categories are personnel, contractual services, equipment and operating expenses. Provide a detailed (itemized) list and a budget narrative for each budgeted category. Indicate the funding source and indicate if it is a cash or in-kind match. Do not over report required match. Unless otherwise approved by the

**OFFICE OF THE FLORIDA ATTORNEY GENERAL**

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**Organization: City of Crestview Police**

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**VOCA Match Budget: Advocate Supervision**

OAG, reported match must be consistent with the monthly reimbursement request.

Match Narrative: Describe in detail the type of Match, whether cash or in-kind, the budget category, etc. Submit the same detailed information for match as provided for VOCA funded items. If match is in the personnel category for paid staff complete the table below (attach additional page(s) if needed) and provide the total salary and benefits and percentage. Attach job descriptions for all paid staff and/or volunteers reported as Match. Job descriptions must reflect VOCA allowable activities that are equal to or greater than the percentage of the position that is reported as Match. Failure to provide VOCA allowable job descriptions may result in a reduction to your request.

**EXAMPLES- Match Narrative:**

Our agency utilizes volunteers who provide direct services to victims of crime, such as intake clerks, clerical (types reports and calls victims) and victim advocates. The agency anticipates using volunteers at the equivalent of 20 - 23 hours per week x 52 weeks x \$5.15 for a match of \$5,698.

\* Only those agencies with an established volunteer component are eligible to utilize volunteers as match.

The agency rents office space from the Global Company at \$14,400 annually and the agency's pro-rated portion for office space for volunteers and supervisor of the victim advocate would be approximately 19% (or \$234 per month) x 12 months = \$2,807.

Approximately 5% of the Victim Advocate Supervisor position will be utilized to provide supervision for the victim advocate position. The supervisor's total salary and benefits equal \$32,000.

| Program Match Description | Funding Source<br>May not be derived from<br>Federal Dollars | Cash or<br>In-Kind | Budget<br>Category | Match<br>Amount |
|---------------------------|--------------------------------------------------------------|--------------------|--------------------|-----------------|
| Advocate Supervision      | Local, Public or Private                                     | Cash               | Personnel          | \$10,944.06     |
| Match Sub-Total           |                                                              |                    |                    | \$10,944.06     |

Budget Narrative: Approximately 12.4239% of the Victim Advocate Supervision will be utilized to provide supervision for the victim advocate position and responsibilities. The supervisor salary and benefits equal: \$10,944.06.

|                     |             |       |                  |                  |
|---------------------|-------------|-------|------------------|------------------|
| VOCA FTE %          | 0.1242%     |       |                  |                  |
| Hours per week =    | 40          | RATE  | Employer<br>Cost | Reported Match = |
| Hourly Rate =       | \$31.25     |       |                  | 12.4239%         |
| Annual Gross Salary | \$65,000.00 |       | \$65,000.00      | \$8,075.54       |
| FICA                |             | 7.5%  | \$4,875.00       | \$605.67         |
| Retirement          |             | 11.3% | \$7,345.00       | \$912.54         |
| Health Ins.         |             |       | \$7,807.20       | \$969.96         |
| Life Ins.           |             |       | \$138.60         | \$17.22          |

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**VOCA 2021-2022**

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**VOCA Match Budget: Advocate Supervision**

|              |       |             |             |
|--------------|-------|-------------|-------------|
| Dental Ins.  |       | \$180.00    | \$22.36     |
| Workers Comp | 4.22% | \$2,743.00  | \$340.79    |
| Unemployment | 0%    | \$0         | \$0         |
| Other        |       |             | \$0         |
| TOTAL        |       | \$88,088.80 | \$10,944.06 |

**Explanation (if applicable):**

Unemployment category intentionally left empty due to Government agency exemptions. Unemployment is not paid at a standard rate until a claim is made.

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**VOCA Budget Request**

| <b>Budget Summary By Category</b> | <b>Total VOCA<br/>Budget Request</b> | <b>Total VOCA<br/>Approved Budget</b> |
|-----------------------------------|--------------------------------------|---------------------------------------|
| <b>Personnel (10A)</b>            | \$37,759.52                          | \$37,759.52                           |
| <b>Contractual Services (10B)</b> | \$0                                  |                                       |
| <b>Equipment (10C)</b>            | \$3,375.92                           | \$3,375.92                            |
| <b>Operating Expenses (10D)</b>   | \$640.80                             | \$640.56                              |
| <b>Training Expenses (10E)</b>    | \$2,000.00                           | \$2,000.00                            |
| <b>Total</b>                      | \$43,776.24                          | \$43,776.00                           |

**Required Match Part 11** \$10,944.06

**Total paid staff for agency's victim services program (total number of full-time equivalent staff (FTE) for the current fiscal year):** 1

Number of staff requested from VOCA, expressed in FTE's: 0.75  
Number of staff requested as matching expenses, expressed in FTE's: 0.12  
Total staff requested, expressed in FTE's: 0.8742

**Child Abuse** \$2,318.49  
(Include services for child physical abuse/neglect and child sexual assault/abuse)  
**Domestic and Family Violence** \$13,675.16  
**Adult Sexual Assault** \$668.04  
**Underserved** \$26,839.47  
(includes DUI/DWI crashes, survivors of homicide victims, assault, adults molested as children, elder abuse, victims with disabilities, robbery, other violent crimes)

**MATCH (financial support from other sources)**

Value of in-kind match  
Cash match \$10,944.06  
Total match \$10,944.06

Match waiver No

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**Funding Source Chart**

Applicants must provide information that demonstrates community support of its services; financial support from non-federal sources; non-federal resources for the required 20% program match (unless in-kind match is utilized); and, if a new program, shows that 25-50% of the total financial support is from non-federal sources.

**Budget and Staffing**

Provide the amount of funding that is allocated to victim services within the applicant agency for the current fiscal year and the amount requested for the proposed VOCA project. Do not report the entire agency budget, unless the entire budget is devoted to victim services programs. Round amounts to the nearest dollar, and include all expenses which are budgeted for the victim services program (i.e., personnel costs which include salaries for directors, clerical/support staff, victim advocates, counselors, etc.; training costs; equipment such as computers, fax machines, printers, copiers, telephones, and furnishings, etc.; operating costs such as utilities, postage, printing, office supplies, travel, counseling supplies, etc.). Please note: Do not include in-kind match.

What is the fiscal year of your sub grantee agency?  
 (choose one from the drop-down menu to the right)  
 Other Defined:

October 1 to September 30

| <b>Funding Source</b>                | <b>Agency Total Victim Services Budget (Current Fiscal Year)</b> | <b>Proposed VOCA Project Budget</b> |
|--------------------------------------|------------------------------------------------------------------|-------------------------------------|
| Federal Funding *Describe below      | \$0                                                              | \$0                                 |
| VOCA Grant Request (excluding match) |                                                                  | \$43,776.24                         |
| State Funds                          |                                                                  | \$0                                 |
| Local, Public or Private Funds       | \$56,362.74                                                      | \$10,944.06                         |
| Other:                               |                                                                  |                                     |
| <b>Totals</b>                        | <b>\$56,362.74</b>                                               | <b>\$54,720.30</b>                  |

\*For the judicial circuit you are requesting funding with this application

\* If the applicant agency currently receives federal funding for victim services, indicate the source(s) and the use of those funds. Do not include VOCA funding. (Response is limited to 1000 characters.) If this is not applicable, please indicate "N/A."

N/A

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**Use of VOCA and Match Funds**

INSTRUCTION: For this request, check the category of service and subcategory that best identifies the types of services or activities that will be provided by the VOCA-funded project as described below.

Note: Report only those program activities that will be implemented with VOCA and Match funds .

**Check all that apply**

**INFORMATION & REFERRAL**

- |                                                                     |                                                                                                                                                   |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ Information about the criminal justice process                    | ✓ Referral to other victim service programs                                                                                                       |
| ✓ Information about victim rights, how to obtain notification, etc. | ✓ Referral to other services, supports and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.) |

**PERSONAL ADVOCACY/ACCOMPANIMENT**

- |                                                                                                                           |                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Victim advocacy/accompaniment to emergency medical care                                                                   | Performance of medical forensic exam or interview, or medical evidence collection                        |
| ✓ Victim advocacy/accompaniment to medical forensic exam                                                                  | Immigration assistance (e.g. special visa, continued presence application, and other immigration relief) |
| ✓ Law enforcement interview advocacy/accompaniment                                                                        | Intervention with employer, creditor, landlord, or academic institution                                  |
| ✓ Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness) | Child and/or dependent care assistance (provided by agency)                                              |
| ✓ Criminal advocacy/accompaniment                                                                                         | ✓ Transportation assistance (provided by agency)                                                         |
| ✓ Civil advocacy/accompaniment (includes victim advocate assisting with protection orders)                                | Interpreter services                                                                                     |
| ✓ Individual advocacy (assistance in applying for public benefits, return of personal property or effects)                | ✓ Assistance with victim compensation                                                                    |

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**Use of VOCA and Match Funds**

**EMOTIONAL SUPPORT OR SAFETY SERVICES**

- |                                                                   |                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ Crisis intervention (in-person, includes safety planning, etc.) | Therapy (traditional, cultural, or alternative healing: art, writing, or play therapy; etc.)                                                                                                                                            |
| Hotline/crisis line counseling                                    | Support groups (facilitated or peer)                                                                                                                                                                                                    |
| Individual counseling                                             | Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and non prophylactic meds, durable medical equipment, etc.) |
| ✓ On-scene crisis response (e.g., community crisis response)      |                                                                                                                                                                                                                                         |

**SHELTER/HOUSING SERVICES**

- |                                 |                       |
|---------------------------------|-----------------------|
| Emergency shelter or safe house | Relocation assistance |
| Transitional housing            |                       |

**CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE**

- |                                                                                                                           |                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| ✓ Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.) | Immigration attorney assistance (e.g., special visas, continued presence application, and other immigration relief)       |
| ✓ Victim impact statement assistance                                                                                      | Other civil legal attorney assistance (e.g., landlord/tenant, employment, etc.)                                           |
| Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)            | ✓ Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness) |
| ✓ Emergency justice-related assistance                                                                                    | ✓ Criminal advocacy/accompaniment                                                                                         |
| Civil legal attorney assistance in obtaining protection or restraining order                                              | ✓ Civil advocacy/accompaniment (includes victim advocate assisting with protection orders)                                |

**OFFICE OF THE FLORIDA ATTORNEY GENERAL**

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**Use of VOCA and Match Funds**

Civil legal attorney assistance with family law  
issues (e.g., custody, visitation, or support)

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**Statement of Need**

**Statement of Need:** The statement of need must provide a description about why this project is needed. Be clear and avoid acronyms.

**Underserved Victims:** Applicants are encouraged to identify gaps in available services for "underserved" victims and to seek funding to provide services to these victims. Underserved populations may include, but are not limited to, child-on-child abuse, child abuse by non-caretaker, crimes against the elderly, non-English speaking persons, persons with disabilities, victims of federal crimes, victims of workplace violence and members of racial or minorities.

- 1) Briefly describe the need for services to victims of crime that will be addressed using VOCA funding . If needed, define the deficiency of services to victims.

Funding will provide for 1 Victim Advocate. The Advocate will work out of the Crestview Police Department Criminal Investigation/Support Services Division. The Advocate will provide immediate crisis intervention, support with court services, and guidance to victims and their families. The advocate will be available for an on-call status for emergency crisis situations.

Having an Advocate working out of the Crestview Police Department will provide a continuity of support for victims of crimes in our jurisdiction. The Advocate will assist with safety planning and prioritizing the needs of our clients. The Advocate will provide personal advocacy, emotional support and make referrals to local providers. The Advocate provide court accompaniment to alleviate the fears of the victim when facing their abuser in court. The Advocate may provide last resort transportation for victims as needed.

- 2) Provide information about crime statistics for all counties that will be served in the service area. Specifically, detail the statistics related to the need described in #1.

In 2019 the Crestview Police Department took 38,521 calls for service, and 4,241 reports. In 2019 the following persons crimes were investigated. These numbers reflect cases where arrest were made and not made however the victims presented to the Crestview Police Department generating a crime report.

Arson- 1  
Aggravated Assault and Battery - 52  
Simple Battery- 151  
Felony Battery-3  
Homicide- 2  
Robbery- 13  
Kidnapping - 3  
Rape- 14  
Stalking - 3  
DOMV Battery Pregnant Female-6  
DOMV Agg Aslt/Agg Batt - 8

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**Statement of Need**

DOMV Simple Battery- 126  
DOMV Felony Battery- 11  
DOMV Kidnapping-1  
DOMV Violation of protection orders- 21  
DOMV Informational - 176  
Child Abuse- 36  
Child Neglect- 5  
Lewd and Lascivious- 7  
L&L U/16 Batt/Molestation- 5  
Battery Fondling- 6

This is a total of 349 Domestic Violence Reports. Some reports have multiple victims and have a complex array of demographics.

- 3) Provide demographic information **about the population of all of the counties that will be served.** At a minimum, provide information about gender, race, or national origin and age for the service area.

The city of Crestview has a population of 24,664 based on the US Census Bureau estimates for the year 2018. The racial make up of the city is 79.9% White, 17.3% Black or African American alone, .1% American Indian or Alaskan Native alone, 2.3% Asian alone, .2% Hawaiian or Islander Pacific alone, 5.8% Two or More races, 6.9% Hispanic or Latino, and 69.3% White alone not Hispanic or Latino. The make up of the population by age is 9.8% under 5 years of age, 27.6% under 18 years of age, and 10.3% 65 years of age or older. Females make up 49.3% of the city's population. Persons with disabilities make up 11.7% of the population. 15.7% of the city's population live at or below the poverty level.

- 4) Provide demographic information **about the population to be served through the proposed VOCA project.**

In the calendar year 2019 the Crestview Police Department served 13 W/M 1-10, 16 W/M 11-20, 16 W/M 21-30, 14 W/M 31-40, 21 W/M 41-50, 11 W/M 50+; 7 B/M 1-10, 8 B/M 11-20, 15 B/M 21-30, 11 B/M 31-40, 7 B/M 41-50, 6 B/M 50+; 11 W/F 1-10, 23 W/F 11-20, 34 W/F 21-30, 31 W/F 31-40, 16 W/F 41-50, 19 W/F 50+; 8 B/F 1-10, 22 B/F 11-20, 31 B/F 21-30, 15 B/F 31-40, 8 B/F 41-50, 4 B/F 50+; 2 A/F 11-20, 1 A/F 21-30, 1 A/F 31-40. This comes to a total of 371 victims. This does not include family members of crime victims.

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**Project Proposal**

The project proposal must clearly outline what needs to be done and by whom in order to address the needs identified in the statement of need.

The project proposal pertains only to the services related to the proposed Total VOCA Project (VOCA grant plus match activities).

- 1) Describe which services will be provided to the crime victims described in the statement of need. Summarize which services will be provided by each proposed VOCA funded personnel position or contractor. Specifically, indicate how the proposed personnel, operating, contractual, equipment and training expenses are associated with the provision of services to crime victims: consistency

The Victim Advocate will ensure victim safety and reduce recurrences of crimes. This will be accomplished through evaluations, Crisis intervention, case management, client advocacy, support, empowerment, and referrals. The advocate will assist the victims with completing Crime Victim Compensation Claims through the Office of Attorney General. The utilization of the advocate will allow the agency to directly aid victims of crimes while utilizing specialized techniques obtained during the course of training that the advocate attends. The utilization of equipment and tracking software is necessary to allow the agency to maintain accurate records and tracking of individual cases and allow for direct communication with victims.

- 2) Provide a listing of other agencies that will coordinate services with the applicant for the VOCA project and the services provided by each agency.

Coordinated efforts will be made with Shelter House to assist with victim of Domestic Violence and Sexual Violence related crimes. The Emerald Coast Child Advocacy Center is used to assist children who are victims of crimes and their guardians in the navigation through the investigative process by providing child friendly environment and services to lessen the impact of child victimization. Bridgeway Center for mental health services. Families First Network to assist with victim placement during investigations. The Department of Children and Families to assist in the protection of vulnerable children, adults, and disabled adults. The State Attorney's Office to assist victims through the judicial process. The Okaloosa County Clerk of Courts to assist victims with protection orders. The Office of the Attorney General to assist with Victim Compensation and relocation provisions.

- 3) Describe in detail how the coordination of services will be accomplished. Indicate if a Memorandum of Agreement or other formal coordination plan is in place.

The Crestview Police Department has established Memorandums of Understanding with all of the law enforcement agencies within Okaloosa County. The agency utilizes partnerships with the Emerald Coast Child advocacy center to assist with the investigation and counseling of minors who are victims of crimes and sex crimes. The Crestview Police Department also utilizes the state attorneys office to assist victim of crimes with victim compensation and judicial assistance. The agency also partners with Shelter House, which is a domestic violence and rape advocacy

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**Project Proposal**

center, to refer women and families for assist and shelter. The Crestview Police Department also partners with The Hope House to assist with shelter and counseling with troubled teens .

- 4) Does a duplication of service exist? (Choose one from the drop-down menu): No  
If yes, please explain.
- 5) The VOCA Rules mandate that grant recipients use volunteers in the victim services program . Describe how volunteers will be utilized to provide services to crime victims. If the agency does not currently utilize volunteers, please explain how they will be recruited and incorporated into the victim services program.
- The Crestview Police Department has a Chaplin program that assist with individuals in needs. Crestview Police Academy Alumni non-profit group assist with raising resources used to assist individuals and improve quality of life. The Crestview Police Department has interns and Military Interns through out boarding which are used to assist with coordinating resources and education for victims. In the future we will also use volunteers to ensure all victims of crimes are provided a Crime Victim's Rights and Remedies Pamphlet . Each letter will be accompanied by a Crime Victim's Compensation Pamphlet. The victims will be notified they can direct access the services or can contact the Crestview Police Department's Victim Crime Advocate..
- 6) Identify the number of volunteer hours supporting the work of this VOCA award for subgrantee agency's victimization program/services.
- |        |                                                 |
|--------|-------------------------------------------------|
| 1      | Volunteers provided                             |
| 256    | Hours of Service annually                       |
| 0.1231 | FTE equivalent (hours provided divided by 2080) |
- 7) Provide a justification for not billing the Victim Compensation program for services requested in this application that may be allowable under the Victim Compensation Program.
- N/A
- 8) The agencies that receive VOCA grant funding are required to comply with the Federal statutes and regulations that prohibit discrimination in federally assisted programs or activities. Recipients may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability. Also, recipients may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. In order to ensure VOCA-funded agencies fulfill the expectations of the Federal civil rights obligations all organizations that receive VOCA funding must complete the online civil rights training curriculum for recipients offered by the Office for Civil Rights . If awarded VOCA grant funding will the applicant agency complete the required training and comply with all applicable Federal statutes and regulations related to civil rights and nondiscrimination?

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(Choose one from the drop-down menu below)

Yes

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**Victims Served and Types of Services**

**Agency Name:** Crestview Police Department

The number of victims indicated should include the number of new victims provided services by VOCA funded and matching staff during the grant period. The figures indicated should be based on historical data and/or the anticipated need of the population served through the VOCA project. If awarded funding, the applicant agency will be expected to fulfill these performance measures.

Recipients of VOCA funding are required to provide services to victims of Federal crimes and to provide assistance with the VOCA Crime Victim Compensation program.

**VOCA Grant Request**

**(from the Budget Summary Page) \$43,776.24**

| <b># of Victims<br/>to be<br/>Served</b> | <b>Type of Victim<br/>\$43,776.24</b>                                 | <b>\$ Amount<br/>per<br/>Category</b> | <b>% of Total<br/>Grant<br/>Amount</b> | <b># of Other<br/>Types<br/>of Victims<br/>to be<br/>Served</b> | <b>For other<br/>types of crimes,<br/>identify and list each<br/>separately below.</b> |
|------------------------------------------|-----------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------------------|
| 680                                      | Adult Physical Assault<br>(Includes Aggravated and<br>Simple Assault) | \$26,721.58                           | 61.04%                                 | 0                                                               |                                                                                        |
| 17                                       | Adult Sexual Assault                                                  | \$668.04                              | 1.53%                                  | 0                                                               |                                                                                        |
| 0                                        | Adults Sexually<br>Abused/Assaulted as<br>Children                    | \$0                                   | 0.00%                                  | 0                                                               |                                                                                        |
| 1                                        | Arson                                                                 | \$39.30                               | 0.09%                                  | 0                                                               |                                                                                        |
| 0                                        | Bullying (Verbal, Cyber or<br>Physical)                               | \$0                                   | 0.00%                                  | 0                                                               |                                                                                        |
| 0                                        | Burglary                                                              | \$0                                   | 0.00%                                  | 0                                                               |                                                                                        |
| 41                                       | Child Physical Abuse or<br>Neglect                                    | \$1,611.15                            | 3.68%                                  | 0                                                               |                                                                                        |
| 0                                        | Child Pornography                                                     | \$0                                   | 0.00%                                  | 0                                                               |                                                                                        |
| 18                                       | Child Sexual<br>Abuse/Assault                                         | \$707.34                              | 1.62%                                  | 0                                                               |                                                                                        |
| 348                                      | Domestic and/or Family<br>Violence                                    | \$13,675.16                           | 31.24%                                 | 0                                                               |                                                                                        |
| 0                                        | DUI/DWI Incidents                                                     | \$0                                   | 0.00%                                  | 0                                                               |                                                                                        |
| 0                                        | Elder Abuse or Neglect                                                | \$0                                   | 0.00%                                  | 0                                                               |                                                                                        |
| 0                                        | Hate Crime:<br>Racial/Religious/Gender/S<br>exual Orientation/Other   | \$0                                   | 0.00%                                  | 0                                                               |                                                                                        |

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**Victims Served and Types of Services**

|                |                              |                    |                |          |
|----------------|------------------------------|--------------------|----------------|----------|
|                | (Explanation Required)       |                    |                |          |
| 0              | Human Trafficking: Labor     | \$0                | 0.00%          | 0        |
| 0              | Human Trafficking: Sex       | \$0                | 0.00%          | 0        |
| 0              | Identity                     | \$0                | 0.00%          | 0        |
|                | Theft/Fraud/Financial        |                    |                |          |
|                | Crime                        |                    |                |          |
| 3              | Kidnapping                   | \$117.89           | 0.27%          | 0        |
| 0              | Mass Violence                | \$0                | 0.00%          | 0        |
|                | (Domestic/International)     |                    |                |          |
| 0              | Other Vehicular              | \$0                | 0.00%          | 0        |
|                | Victimization (e.g., Hit and |                    |                |          |
|                | Run)                         |                    |                |          |
| 0              | Robbery                      | \$0                | 0.00%          | 0        |
| 3              | Stalking/Harassment          | \$117.89           | 0.27%          | 0        |
| 3              | Survivors of Homicide        | \$117.89           | 0.27%          | 0        |
|                | Victims                      |                    |                |          |
| 0              | Teen Dating Victimization    | \$0                | 0.00%          | 0        |
| 0              | Terrorism                    | \$0                | 0.00%          | 0        |
|                | (Domestic/International)     |                    |                |          |
| <b>Total</b>   | <b>1114</b>                  | <b>\$43,776.24</b> | <b>100.00%</b> | <b>0</b> |
| <b>Victims</b> |                              |                    |                |          |
| <b>Served</b>  |                              |                    |                |          |

Indicate the number of victims projected to receive the following services. In this section, only count a victim once, regardless of how many times the victim received a particular service. The total amount for any one service may not exceed the total number of victims projected to be served. See the VOCA Definitions for a description of each service.

| <b># of Victims<br/>to be<br/>Served</b> | <b>Type of Service</b>                                               | <b># of Other Types<br/>of Services to be<br/>Provided</b> | <b>For other types of<br/>services, identify and list<br/>each separately below.</b> |
|------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 1000                                     | Information and Referral                                             | 0                                                          |                                                                                      |
| 400                                      | Personal Advocacy/Accompaniment                                      | 0                                                          |                                                                                      |
| 100                                      | Emotional Support or Safety Services                                 | 0                                                          |                                                                                      |
| 0                                        | Shelter/Housing Services                                             | 0                                                          |                                                                                      |
| 250                                      | Criminal/Civil Justice System Assistance                             | 0                                                          |                                                                                      |
| 1000                                     | Number of Victims Assisted with a Victim<br>Compensation Application | 0                                                          |                                                                                      |
| <b>Total<br/>Services</b>                | <b>2750</b>                                                          | <b>0</b>                                                   | <b>Subtotal of "Other"<br/>Services</b>                                              |

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**Version Date: 10/19/2021 15:57:31**  
**Required Documentation**

**Required Documentation:**

**Job Descriptions**

A job description is required for all proposed VOCA-funded personnel and match personnel and must indicate the percentage of time allocated for each task totaling 100% of the job duties. Job descriptions must reflect VOCA allowable activities that are equal to or greater than the percentage of the position that is VOCA funded. Failure to provide VOCA allowable job descriptions may result in a reduction to your request.

**Letters of Support**

Attach three (3) current letters of support from **local community or government groups**. A current letter is one that is dated during the current calendar year. It is the responsibility of the applicant agency to ensure letters highlight the applicant agency's record of providing effective services to victims of crime (if applicable), demonstrates the writer's support as well as the community's support of the services that are requested as part of VOCA Grant project. Do not provide more than three letters. The following will not be accepted:

- \*Letters from one individual that is not writing on behalf of a local community or government group
- \*Letters from individuals or units within the applicant agency
- \*Letters acknowledging conference or meeting participation
- \*Letters that are similar in content

**Documentation of the agency's 501(c) 3 ruling from the Internal Revenue Service**

Provide documentation to document the nonprofit status of the applicant agency. This may include:

- \*proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- \*a statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- \*a certified copy of a certificate of incorporation or similar document establishing nonprofit status;
- \*any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate

**Current Listing of Agency's Board of Directors**

Attach a current listing of all Board Members to include name, affiliation, and contact information

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**Required Documentation**

(address, phone number).

**Required Documentation Uploads**

|                                                  |                          |
|--------------------------------------------------|--------------------------|
| Name: Department of Children and Families letter | Type: Letters of Support |
| Name: Victim Advocate Job Description            | Type: Job Descriptions   |
| Name: Shelter House Support Letter               | Type: Letters of Support |
| Name: Crime Stopper Letter                       | Type: Letters of Support |
| Name: Tax Exemption                              | Type: 501(c) 3           |
| Name: Council                                    | Type: Board of Directors |
| Name: Crestview City Budget                      |                          |
| Name: Job Description Supervisor (Match Cost)    | Type: Job Descriptions   |

**OAG Only - Upload Section**

|       |       |
|-------|-------|
| Name: | Type: |
|-------|-------|



# Staff Report

CITY COUNCIL MEETING DATE: November 8, 2021

TYPE OF AGENDA ITEM: Action Item

---

TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Tim Bolduc, City Manager  
DATE: 11/4/2021  
SUBJECT: HVAC Blackwater Golf Club

---

**BACKGROUND:**

The City Council previously approved a budget and purchasing process for the contract work ongoing at the Blackwater Golf Club. The remodeling of the clubhouse included a complete renovation.

**DISCUSSION:**

When the City purchased Foxwood Country Club, the clubhouse was in disrepair. The HVAC system was undersized and not operational. In September, in accordance with the agreed upon contracting process for the repairs at the golf course, staff solicited three companies to propose heating and cooling solutions for the clubhouse.

Each company was tasked with completing a load calculation and providing a proposal to provide a new system for the building to include the new kitchen area.

The following companies provided proposals:

|                                               |                    |
|-----------------------------------------------|--------------------|
| 1. Corbett HVAC Services, Inc                 | 20                 |
| tons \$65,533.66                              | \$3,276.68 per ton |
| 2. Gordon Air Conditioning                    | 39                 |
| tons \$128,200.00                             | \$3,287.17 per ton |
| 3. D&D Air Conditioning, Heating & Electrical | 45                 |
| tons \$96,292.00                              | \$2,139.82 per ton |

After a review of the proposals, the City Manager has moved forward with contracting with D&D Air Conditioning, Heating & Electrical. Due to the lead time for obtaining equipment, the City Manager determined that time was of the essence and instructed the company to proceed with the purchase. This item is requesting the City Council to confirm the emergency purchase.

**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

*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 immediate funding for this purchase is in fund balance which can be replaced through the financing that is currently out for bid.

### **RECOMMENDED ACTION**

Staff respectfully requests City Council support and approve the contract with D&D Air Conditioning, Heating & Electrical Services for the clubhouse as submitted.

### **Attachments**

1. Corbett
2. D&D
3. Gordon

**Corbett HVAC Services, Inc.**

3939 Chambray Rd.  
Crestview, FL 32539

**Estimate**

| Phone #      | Fax #        |
|--------------|--------------|
| 850-682-0745 | 850-682-1427 |

| Date      | Estimate # |
|-----------|------------|
| 11/1/2021 | 1663       |

| Name / Address                                          |     | <b>Estimates only good for 30 Days</b><br><br>Project |  |           |
|---------------------------------------------------------|-----|-------------------------------------------------------|--|-----------|
| City of Crestview<br>Foxwood                            |     |                                                       |  |           |
|                                                         |     |                                                       |  |           |
| Description                                             | Qty | Cost                                                  |  | Total     |
| Foxwood / Blackwater Golf Club                          |     |                                                       |  |           |
| Ruff In-                                                |     |                                                       |  |           |
| (40) New Supply Diffuser                                |     | 16,000.00                                             |  | 16,000.00 |
| (10) New Return Air Diffuser                            |     | 5,000.00                                              |  | 5,000.00  |
| (3) Fresh Air Make Up                                   |     | 1,500.00                                              |  | 1,500.00  |
| Fixing All Old Existing Ductwork                        |     | 2,250.00                                              |  | 2,250.00  |
| (4) New Copper Line Set                                 |     | 2,780.00                                              |  | 2,780.00  |
| (1) New 5 Ton Air Handler Total Electric In Kitchen     |     | 3,250.00                                              |  | 3,250.00  |
| Horizontal From Ceiling                                 |     |                                                       |  |           |
| (1) Secondary Drain Pan                                 |     | 250.00                                                |  | 250.00    |
| Permit Fee                                              |     | 1,250.00                                              |  | 1,250.00  |
| Labor                                                   |     | 4,450.00                                              |  | 4,450.00  |
| TOTAL COST OF RUFF-IN                                   |     | \$36730.00                                            |  |           |
| TRIM-OUT                                                |     |                                                       |  |           |
| ( 3 ) New 5 Ton System ( 2 ) replaces old 3.5 ton ( 1 ) |     | 17,563.26                                             |  | 17,563.26 |
| New for kitchen                                         |     |                                                       |  |           |
| ( 3 ) Thermostats Pro 8000                              |     | 1,050.00                                              |  | 1,050.00  |
| ( 4 ) Condenser Pads                                    |     | 530.40                                                |  | 530.40    |
| Supply & Return Air Diffusers & Filters                 |     | 6,250.00                                              |  | 6,250.00  |
| Return Air Smoke Detectors                              |     | 850.00                                                |  | 850.00    |
| Labor                                                   |     | 2,560.00                                              |  | 2,560.00  |
| Thank you for your business.                            |     | <b>Total</b>                                          |  |           |

Customer Signature

**Corbett HVAC Services, Inc.**

3939 Chambray Rd.  
Crestview, FL 32539

**Estimate**

| Phone #      | Fax #        |
|--------------|--------------|
| 850-682-0745 | 850-682-1427 |

| Date      | Estimate # |
|-----------|------------|
| 11/1/2021 | 1663       |

| Name / Address                                                                                                                                                                                                                                                                                                                                                 |     | <b>Estimates only good for 30 Days</b> |  |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------------------------------------|--|-------|
| City of Crestview<br>Foxwood                                                                                                                                                                                                                                                                                                                                   |     |                                        |  |       |
|                                                                                                                                                                                                                                                                                                                                                                |     |                                        |  |       |
| Project                                                                                                                                                                                                                                                                                                                                                        |     |                                        |  |       |
| Description                                                                                                                                                                                                                                                                                                                                                    | Qty | Cost                                   |  | Total |
| 3 new system " Braon "<br>Warranty : 1 Yr. Parts & 5 Yrs Compressor<br>2 Stages: 1st Ruff-In 2nd Trim-Out<br>3 Systems will be in the existing room , The kitchen will<br>be hanging from ceiling .<br>Will Need the platform rebuilt .<br>Dual wall vent piping need to be redone.<br>Ruff-in will take about 2 weeks<br>Trim -out will take about 4 - 5 Days |     |                                        |  |       |
| Thank you for your business.                                                                                                                                                                                                                                                                                                                                   |     | <b>Total</b> \$65,533.66               |  |       |

Customer Signature \_\_\_\_\_

P.O. Box 5239 Destin, FL 32540

(850) 650-3995

A/C Contractor • Electrical Contractor • Commercial & Residential Service  
Licensed • CAC057538 • EC13001418 • Insured

## Proposal # 2021-210

Bill To Phone: 850-682-1560

City of Crestview  
198 North Wilson Street  
Crestview, FL 32536

Job Name / Location Date: 11/1/2021

Blackwater Golf Club  
4927 Antioch Road  
Crestview, FL 32536

| Description                                                                                                                                                                                                                                                                                      | Total:             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Proposal per the following scope of work                                                                                                                                                                                                                                                         |                    |
| Demo existing HVAC split system's & Install (3) new package units in the alley way between building & golf cart cover                                                                                                                                                                            |                    |
| Below Price Includes:                                                                                                                                                                                                                                                                            |                    |
| - (3) Trane model # GBC180A3ELC 15 ton gas package & 2 stage cooling                                                                                                                                                                                                                             |                    |
| - (3) Trane hail guards                                                                                                                                                                                                                                                                          |                    |
| - (3) Trane manual dampers                                                                                                                                                                                                                                                                       |                    |
| - (3) Concrete pads                                                                                                                                                                                                                                                                              |                    |
| - (3) Gas whips                                                                                                                                                                                                                                                                                  |                    |
| - (3) 1st 25' metal duct with 1" insulation transition to duct board                                                                                                                                                                                                                             |                    |
| - (3) 1st 25' metal return duct with 1" insulation transition to duct board                                                                                                                                                                                                                      |                    |
| - (1) Recovery & disposal                                                                                                                                                                                                                                                                        |                    |
| - (50) 2x2 lay in supply vent's with associated material                                                                                                                                                                                                                                         |                    |
| - (20) 2x2 return duct with associated materials                                                                                                                                                                                                                                                 |                    |
| - Permit                                                                                                                                                                                                                                                                                         |                    |
| - Labor                                                                                                                                                                                                                                                                                          |                    |
| Qualifiers:                                                                                                                                                                                                                                                                                      |                    |
| **1 year parts & Labor warranty                                                                                                                                                                                                                                                                  |                    |
| **5 year compressor warranty                                                                                                                                                                                                                                                                     |                    |
| **No electrical included                                                                                                                                                                                                                                                                         |                    |
| **No load energy included if incurred                                                                                                                                                                                                                                                            |                    |
| **No kitchen equipment installation                                                                                                                                                                                                                                                              |                    |
| **Holes to be cut by others for supply & return duct                                                                                                                                                                                                                                             |                    |
| **3-6 week lead time on Trane equipment                                                                                                                                                                                                                                                          |                    |
| **3-8 week lead time on duct material                                                                                                                                                                                                                                                            |                    |
| Lump Sum Contract Price                                                                                                                                                                                                                                                                          | 96,292.00          |
| All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above estimate. | Total: \$96,292.00 |

Note: Proposal valid for 30 days.

Authorized Signature 

Payment to be made as follows: \_\_\_\_\_ On Acceptance: 50% On Rough In 50% On Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: \_\_\_\_\_ Acceptance Signature: \_\_\_\_\_

We look forward to doing business with you!

P.O. Box 5239 Destin, FL 32540  
(850) 650-3995

A/C Contractor • Electrical Contractor • Commercial & Residential Service  
Licensed • CAC057538 • EC13001418 • Insured

## Proposal # 2021-210

Bill To Phone: 850-682-1560

City of Crestview  
198 North Wilson Street  
Crestview, FL 32536

Job Name / Location Date: 11/1/2021

Blackwater Golf Club  
4927 Antioch Road  
Crestview, FL 32536

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Total:                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| <p>Proposal per the following scope of work</p> <p>Demo existing HVAC split system's &amp; Install (3) new package units in the alley way between building &amp; golf cart cover</p> <p>Below Price Includes:</p> <ul style="list-style-type: none"> <li>- (3) Trane model # GBC180A3ELC 15 ton gas package &amp; 2 stage cooling</li> <li>- (3) Trane hail guards</li> <li>- (3) Trane manual dampers</li> <li>- (3) Concrete pads</li> <li>- (3) Gas whips</li> <li>- (3) 1st 25' metal duct with 1" insulation transition to duct board</li> <li>- (3) 1st 25' metal return duct with 1" insulation transition to duct board</li> <li>- (1) Recovery &amp; disposal</li> <li>- (50) 2x2 lay in supply vent's with associated material</li> <li>- (20) 2x2 return duct with associated materials</li> <li>- Permit</li> <li>- Labor</li> </ul> <p>Qualifiers:</p> <ul style="list-style-type: none"> <li>**1 year parts &amp; Labor warranty</li> <li>**5 year compressor warranty</li> <li>**No electrical included</li> <li>**No load energy included if incurred</li> <li>**No kitchen equipment installation</li> <li>**Holes to be cut by others for supply &amp; return duct</li> <li>**3-6 week lead time on Trane equipment</li> <li>**3-8 week lead time on duct material</li> </ul> <p>Lump Sum Contract Price</p> | <p>96,292.00</p>                 |
| <p>All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above estimate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p><b>Total: \$96,292.00</b></p> |

Note: Proposal valid for 30 days.

Authorized Signature 

Payment to be made as follows: \_\_\_\_\_ On Acceptance: 50% On Rough In 50% On Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: \_\_\_\_\_ Acceptance Signature: \_\_\_\_\_

We look forward to doing business with you!

# Gordon Air Conditioning

3182 East James Lee Blvd.

Crestview, FL 32539

(850) 682-5214

[www.GordonAir.com](http://www.GordonAir.com)

November 1, 2021

City Of Crestview  
Crestview Golf Facility  
4927 Antioch Road  
Crestview, FL 32536

Thank you for inviting us to the country club to review the comfort needs. This proposal uses Lennox split systems ML14 air conditioners with ML180 gas furnaces. The exception will be the system for Beverage Station and Exterior Bathrooms which will be a heat pump system.

**Storage & Entry:** We will install 2.5-ton system with approximately 1 ton for the vestibule. We propose to put the air handler portion in the far back corner of the storage room. The walk-in cooler isn't on-site yet to see if clearance above it will allow sufficient space for ductwork. If not, the ductwork will need to be exposed in the storage area.

**Bar, Dining 2, & bathroom:** We will install two 5 ton systems. We propose to put the air handlers in the storage room. We will make these single-stage compressors operate like two-stage compressors (5 ton & 5 ton) using the thermostat and a control board offered by Lennox specifically for this type of design. The ductwork will go below current ceiling rafters and require framing and finishing to be done by others and not included in this proposal.

**Dining 1 & bathroom:** We will install two 5 ton systems. We propose to put the air handlers in the storage room. We will make these single-stage compressors operate like two-stage compressors (5 ton & 5 ton) using the thermostat and a control board offered by Lennox specifically for this type of design. The ductwork will go below current ceiling rafters and require framing and finishing to be done by others and not included in this proposal.

**Kitchen:** We will install three 5 ton systems. At the time of this proposal, the exact layout and equipment list weren't provided. This tonnage is based on similar projects we've done in the past. For this area, we would propose a DuctSox. We will make these single-stage compressors (10 ton & 5 ton) operate like two-stage compressors using the thermostat and a control board offered by Lennox specifically for this type of design.

**Beverage & Bathrooms:** We will install 1.5-ton heat pump system. Due to lack of space, we would propose to make this a horizontal air handler installed at ceiling level leaving as much floor and counter space as possible.

**General Notes:** Thermostats are Lennox M30 with a wide range of features, including phone app, the ability to lock the screen (no unsightly lockboxes), etc. We will install a 6" fresh air intake to all systems other than the Beverage area. We will do manifold kits where possible to minimize roof penetrations. This proposal doesn't include cutting the roof, any removal of lay-in ceiling (this is in reference to the dining area 2 along the wall), gas piping to the furnaces, permanent/final support of duct in dining areas, the heater stand for 20 tons in the storage area for dining areas, or electrical. Our team is capable of making the penetrations through the wall for copper line sets. Any other penetrations will need to be performed by others and not included in this proposal. We will need to work with the contractor to do the final boot/grill placement in the dining areas. As with seemingly everything, there may be supply issues. If so, we will work with the City to find a substitute that will not change our timeline or pricing.

The estimated time to perform this job is 24 working days.

**The total cost of the above-specified work and equipment** **\$128,200**

**Costs:** This project was a bit higher than we had hoped. What drove the cost up is the desire to ensure this building is comfortable everywhere. Three examples:

1 – It is possible to get vents from the 10 tons in the dining area to the entry & storage area. From past experiences, that will undoubtedly make for an uncomfortable foyer. This is why we've added an additional system for that area.

2 – The drink area isn't big enough to justify a 1.5 ton system, and a mini-split may have been a better suggestion if it weren't for trying to condition the two outside bathrooms. 1.5 ton is the smallest split system we can get.

3 – As alluded to above with the kitchen area, there are many unknowns with this project and, for sizing, we used our experiences with previous jobs with country clubs, churches, large meeting areas, etc. We're comfortable with the tonnage we quoted for the building, but it must be disclosed that there is a good bit of best guess. Especially for the kitchen area. I've seen far too many kitchens that size with a 5 ton unit trying to condition it as temperatures pushed into the 90's and higher.

**WARRANTY:**

- (1) One year warranty on labor & parts.
- (5) Five year warranty on the compressors.
- (10) Ten year warranty on the heat exchangers.

We strongly recommend two preseason checks per year. Any warranty work performed during normal business hours, typically between the hours of 7:30AM-5PM, Monday-Friday.

Lennox has factory trained & certified Gordon Air Conditioning. All work will meet or exceed any county or state codes.

**Payment Terms:**

50% deposit to order equipment & materials

50% upon systems ready for start-up

Buyer agrees to pay any collection costs associated with receiving payment for the contract if payment is not made as specified per proposal terms, including all attorney fees and litigation costs.

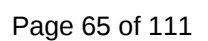
Thank you for allowing Gordon's to review your comfort options and serve Okaloosa/Walton Counties' home comfort needs since 1979. Please call with any questions or concerns.

Sincerely,



Thomas Gordon  
Gordon Air Conditioning  
850-682-5214  
FL - CAC1817873







Eligible for Federal Tax Credit

## Certificate of Product Ratings

AHRI Certified Reference Number : 10583419

Date : 10-29-2021

Model Status : Active

AHRI Type : RCU-A-CB (Split System: Air-Cooled Condensing Unit, Coil with Blower)

Series : MERIT ML14XC1 SERIES

Outdoor Unit Brand Name : LENNOX

Outdoor Unit Model Number (Condenser or Single Package) : ML14XC1S03D-230A\*\*

Indoor Unit Model Number (Evaporator and/or Air Handler) : CX35-30B+TDR

Furnace Model Number : ML180UH070E36B\*\*

Region : Southeast and North (AL, AR, DC, DE, FL, GA, HI, KY, LA, MD, MS, NC, OK, SC, TN, TX, VA, AK, CO, CT, ID, IL, IA, IN, KS, MA, ME, MI, MN, MO, MT, ND, NE, NH, NJ, NY, OH, OR, PA, RI, SD, UT, VT, WA, WV, WI, WY, U.S. Territories)

Region Note : Central air conditioners manufactured prior to January 1, 2015 are eligible to be installed in all regions until June 30, 2016. Beginning July 1, 2016 central air conditioners can only be installed in region(s) for which they meet the regional efficiency requirement.

The manufacturer of this LENNOX product is responsible for the rating of this system combination.

Rated as follows in accordance with the latest edition of AHRI 210/240 with Addendum 1, Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment and subject to rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (A2) - Single or High Stage (95F), btuh : 29200

SEER : 16.00 ←

EER (A2) - Single or High Stage (95F) : 13.00

†"Active" Model Status are those that an AHRI Certification Program Participant is currently producing AND selling or offering for sale; OR new models that are being marketed but are not yet being produced. "Production Stopped" Model Status are those that an AHRI Certification Program Participant is no longer producing BUT is still selling or offering for sale. Ratings that are accompanied by WAS indicate an involuntary re-rate. The new published rating is shown along with the previous (i.e. WAS) rating.

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CERTIFICATE NO.:

132799089700153754



# Certificate of Product Ratings

AHRI Certified Reference Number : 10585383

Date : 10-29-2021

Model Status : Active

AHRI Type : RCU-A-CB (Split System: Air-Cooled Condensing Unit, Coil with Blower)

Series : MERIT ML14XC1 SERIES

Outdoor Unit Brand Name : LENNOX

Outdoor Unit Model Number (Condenser or Single Package) : ML14XC1-060-230A\*\*

Indoor Unit Model Number (Evaporator and/or Air Handler) : CX35-60C+TDR

Furnace Model Number : ML180UH090E60C\*\*

Region : All (AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WI, WY, U.S. Territories)

Region Note : Central air conditioners manufactured prior to January 1, 2015 are eligible to be installed in all regions until June 30, 2016. Beginning July 1, 2016 central air conditioners can only be installed in region(s) for which they meet the regional efficiency requirement.

The manufacturer of this LENNOX product is responsible for the rating of this system combination.

Rated as follows in accordance with the latest edition of AHRI 210/240 with Addendum 1, Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment and subject to rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (A2) - Single or High Stage (95F), btuh : 60000 ← TRUE 5 TON

SEER : 14.50 ←

EER (A2) - Single or High Stage (95F) : 12.50

\*"Active" Model Status are those that an AHRI Certification Program Participant is currently producing AND selling or offering for sale; OR new models that are being marketed but are not yet being produced. "Production Stopped" Model Status are those that an AHRI Certification Program Participant is no longer producing BUT is still selling or offering for sale. Ratings that are accompanied by WAS indicate an involuntary re-rate. The new published rating is shown along with the previous (i.e. WAS) rating.

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CERTIFICATE NO.:

132799991731870109



## Certificate of Product Ratings

AHRI Certified Reference Number : 202564114

Date : 10-29-2021

Model Status : Active

AHRI Type : HRCU-A-CB (Split System: Heat Pump with Remote Outdoor Unit-Air-Source)

Series : Merit ML14XP1 Series

Outdoor Unit Brand Name : LENNOX

Outdoor Unit Model Number (Condenser or Single Package) : ML14XP1-018-230A\*\*

Indoor Unit Model Number (Evaporator and/or Air Handler) : CBA25UH-018-230-\*\*

The manufacturer of this LENNOX product is responsible for the rating of this system combination.

Rated as follows in accordance with the latest edition of AHRI 210/240 with Addendum 1: Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment and subject to rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (A2) - Single or High Stage (95F), btuh : 18000

SEER : 14.00

EER (A2) - Single or High Stage (95F) : 12.00

Heating Capacity (H12) - Single or High Stage (47F) : 17600

HSPF (Region IV) : 8.20

\*"Active" Model Status are those that an AHRI Certification Program Participant is currently producing AND selling or offering for sale; OR new models that are being marketed but are not yet being produced. "Production Stopped" Model Status are those that an AHRI Certification Program Participant is no longer producing BUT is still selling or offering for sale.  
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← ALL FURNACES

**MERIT<sup>®</sup>**  
SERIES

**ML180E**

MID-EFFICIENCY GAS FURNACE

Economical gas furnace with Power Saver™ technology

**MERIT<sup>®</sup>**  
SERIES

Air Conditioners

**LENNOX**



**Merit<sup>®</sup> air conditioners  
come appointed with:**

- Precision-balanced, direct drive fan to keep the noise low and the savings high
- Reinforced with a PermaGuard™ cabinet for long-lasting protection against rust and corrosion
- Cabinets built using superior materials and proprietary designs make Lennox® units more durable, safer and easier to install
- Fan and blades enhance air circulation and decrease noise from the unit

ELITE  
signature  
COLLECTION

ELITE<sup>®</sup>  
SERIES

MERIT<sup>®</sup>  
SERIES



## Lennox® smart thermostats come appointed with:

One-Touch Away Mode easily sets back heating and cooling points to save energy

Control your comfort with a single voice command through Amazon® Alexa and Google Assistant™

Activate your system to respond to specific scenarios through If This Then That (IFTTT)

If there's a change in your routine, it adapts the heating and cooling to fit your schedule with Schedule IQ™

Set it like you want it. Feels Like™ considers the humidity levels to deliver the temperature you want to feel, rather than the temperature you set

Control your ventilation systems through your iComfort thermostat, providing cleaner, fresher air to your home without the need for an additional control

Control your thermostat remotely using your smartphone and the iComfort app

|                                  | 530     | E30    | M30    |
|----------------------------------|---------|--------|--------|
| Ultimate Comfort System™ Product | ✓       |        |        |
| Precise Comfort® Plus            | ✓       |        |        |
| Allergen Defender                | ✓       | ✓      |        |
| Smart Away® Mode                 | ✓       | ✓      | ✓      |
| Picture Upload Capability        | ✓       | ✓      |        |
| Full Motion Weather Screen       | ✓       | ✓      |        |
| Smart Home Systems*              | ✓       | ✓      | ✓      |
| ENERGY STAR® Certified*          |         |        | ✓      |
| Limited Warranty**               | 10-Year | 5-Year | 5-Year |



# LENNOX QUALITY CARE PROGRAM EQUIPMENT LIMITED WARRANTY APPLIES IN U.S.A. AND CANADA ONLY

**PLEASE READ DISPUTE RESOLUTION SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS**

**Failure to maintain equipment will void this limited warranty.**

## LIMITED WARRANTY

Subject to the terms below, this Limited Warranty covers components within the following equipment (hereafter, referred to as the "Equipment"):

| Equipment Type             | Model Number                                                                               |
|----------------------------|--------------------------------------------------------------------------------------------|
| Gas Furnaces               | ML180, ML180E, ML180V, ML193, ML193E, ML195, ML196E, ML296V                                |
| Unit Heaters/Duct Heaters  | LF24 and TUA (30,000 to 75,000 Btuh units)<br>LF25 and LS25 (30,000 to 105,000 Btuh units) |
| Electric Heat Sections     | ECB25, ECBA25                                                                              |
| Air Handlers               | CBA25UH, CBA25UHV, CBX25UH, CBX25UHV                                                       |
| Evaporator Coils           | CR33                                                                                       |
| Air Conditioners (1 Phase) | 13ACX, 14ACX, 16ACX, ML14XC1                                                               |
| Heat Pumps (1 Phase)       | 13HPX, 14HPX, 16HPX, ML14XP1, ML16XP1                                                      |

This Limited Warranty covers repair components only. It does NOT cover cabinets, cabinet pieces, unit accessories, driers, refrigerant, refrigerant line sets, belts, gaskets, wiring, fuses, oil nozzles, or components such as air filters that must be replaced as part of a regular maintenance program.

## Warranty Period:

The warranty begins on the date the Equipment is originally installed and ends as set forth below (the "Warranty Period"). If the date of original installation cannot be verified, the Warranty Period begins six months after the date of manufacture. Regardless of the date of installation, the Warranty Period will begin no later than 18 months from the date of manufacture. Notwithstanding the above, when Equipment is installed in a newly constructed home, the Warranty Period begins on the date of purchase from the builder. Proof of closing may be required.

**NOTE - The installation of replacement components under this Limited Warranty does not extend the Warranty Period.**

## FIVE-YEAR WARRANTY Residential Applications

The covered components in the Equipment are warranted by Lennox for a period of five (5) years when installed in a "Residential Application." A Residential Application refers to a single- or multi-family dwelling, which includes homes, duplexes, apartments and condominiums used for personal, family or household purposes.

## ONE-YEAR WARRANTY Non-Residential Applications

The covered components in the Equipment are warranted by Lennox for a period of one (1) year when installed

in a "Non-Residential Application." A Non-Residential Application refers to all premises that are not included in the definition of a Residential Application, including all applications that are not for personal, family or household purposes.

## EXTENDED WARRANTY PERIOD

### FOR HEAT EXCHANGERS AND COMPRESSORS

Notwithstanding the above, heat exchangers and compressors within the following Equipment are warranted by Lennox for the following extended periods:

| Equipment Model Number                                      | Warranty Period for Heat Exchanger Only                                                       |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| ML180, ML180E, ML180V, ML193, ML193E, ML195, ML196E, ML296V | Twenty (20) years -- Residential Applications: Ten (10) years -- Non-Residential Applications |
| LF24, LF25, LS25, TUA with Aluminized Heat Exchanger        | Ten (10) years -- All applications                                                            |
| LF24, TUA, LS25 with Stainless Steel Heat Exchanger         | Fifteen (15) years -- All applications                                                        |

For any heat exchangers for which a limited lifetime warranty is provided, the warranty shall apply only to the original Owner of the Equipment and only if that Owner is occupying the premises in which the Equipment was originally installed at the time of the warranty claim. For subsequent owners, the heat exchanger is warranted for a period of twenty (20) years. In all Non-Residential Applications, the heat exchanger is warranted for a period of ten (10) years.

| Equipment Model Number                                                | Warranty Period for Compressor Only            |
|-----------------------------------------------------------------------|------------------------------------------------|
| 13ACX, 14ACX, 16ACX, ML14XC1<br>13HPX, 14HPX, 16HPX, ML14XP1, ML16XP1 | Five (5) years -- Non-Residential Applications |

## EXTENDED WARRANTY PERIOD FOR EVAPORATOR COILS AND ELECTRIC HEAT SECTIONS INSTALLED WITH DAVE LENNOX SIGNATURE COLLECTION EQUIPMENT

When installed in Dave Lennox Signature® Collection Equipment, the evaporator coils and electric heat sections listed below are warranted by Lennox for the following extended periods:

| Equipment Model Number | Warranty Period for Evaporator Coil Only                                                             |
|------------------------|------------------------------------------------------------------------------------------------------|
| CR33                   | Ten (10) years -- When matched with Dave Lennox Signature® Collection air conditioners or heat pumps |

For the proposal to provide HVAC to the Club House at Blackwater Golf Club please provide following information;

1. Number and size of units - Seven 5 ton gas/AC, one 2.5 ton gas/AC, & one 1.5 ton heat pump
2. Make of units & warranties - Lennox with 1 year labor & parts, 5 year compressor, & 10 year heat exchanger
3. Staging of units if any - Dining areas and kitchen will be two staged via thermostat and control board
4. Proposed Location of units (interior and exterior) - See diagram
  - a. The alley between the building and the golf cart cover is provided for outside units
  - b. The original closet can be used for interior units if needed
5. Provide clear and concise details any prep work needed prior to installation (IE platforms, holes in walls ect) - please see "General Notes" in bid
6. Provide proposed installation lead time and estimated number of days for each phase of the project - 24 working days is estimate. 2 days for duct in storage/foyer, 4 days for duct in each dinning area, 2 days for duct in kitchen, 1 day for duct for drink/bathrooms, 1 day per system for installation, and 2 days for cleanup & adjustments. We will hopefully go faster than this, making this a worst-case scenario.



# Staff Report

CITY COUNCIL MEETING DATE: November 8, 2021

TYPE OF AGENDA ITEM: 2nd Reading

---

TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Stephen McCosker, Police Chief  
DATE: 10/13/2021  
SUBJECT: Ordinance 1831 Parking and Vehicles

---

## **BACKGROUND:**

Chapter 86 of the City of Crestview Code of Ordinances requires updating to meet the current needs of the city.

The current ordinance was adopted in March of 1997.

For consistency with other fines and fees, the fines and fees need to be removed from the ordinance and placed in the Comprehensive Fee Schedule.

## **DISCUSSION:**

The current city ordinance was adopted in March 1997. Since that time, there has been a significant population growth and the city government has changed from a strong Mayor to a City Manager form of government. Therefore, the City of Crestview Police Department has determined that certain language in the Ordinance should be updated or eliminated. For the ease of the reader, the attached proposed ordinance contains the verbiage that is to be removed with a strikeout mark and new language underlined and in red.

The following ordinances contain those necessary changes and include:

Section 86-1 - Adds the adoption of Chapter 320 and Chapter 322, Florida Statutes as part of this code.

Section 86-25 - Adds definitions to include trailers, commercial vehicles, abandoned vehicles and emergency vehicles.

Section 86-26 – Adds manner of parking to include parking on right of way.

Section 86-27 - Unattended vehicle parking on the right of way or roadway to include commercial and construction vehicles.

Section 86-28 - Removes subsection (19), parking in enclosed garages and re-numbers the remaining subsections.

Section 86-31 - Adds parking on portions of streets or right of way.

Remove Section 86-32 - Overtime Parking.

Section 86-37 - Adds manner of parking to include right of way, and authority to remove a vehicle after a 72 hour notice or violation of F.S.S. 316.1951

Remove Section 86-38 - Removal of vehicles with outstanding violations

Remove Section 86-39 - Storage of impounded vehicles

Section 86-42 - Amends Fire Lane violation to \$100

Section 86-44 - Adds the Comprehensive Fine Schedule, changes Judge to Magistrate and adds the time extension to 30 days.

Section 86-45 - Adds the Comprehensive Fine Schedule and the police department reporting unpaid citations to the Department of Motor Vehicles.

## **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 the public and staff

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

*Community Character-* Promote desirable growth with a hometown atmosphere

*Safety-* Ensure the continuous safety of citizens and visitors

*Mobility-* Provide safe, efficient and accessible means for mobility

## **FINANCIAL IMPACT**

The financial impact to the City of Crestview will be the cost of advertisement and codification of the ordinance.

**RECOMMENDED ACTION**

Staff respectfully requests the council to adopt Ordinance 1831 on second reading and send for signatures.

**Attachments**

None

## ORDINANCE: 1831

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR AMENDMENT OF THE CITY OF CRESTVIEW CODE OF ORDINANCES, SECTION 86-1 ADOPTION OF FLORIDA UNIFORM TRAFFIC CONTROL LAW; SECTION 86-25, DEFINITIONS; SECTION 86-26, MANNER OF PARKING; SECTION 86-27, UNATTENDED MOTOR VEHICLE; SECTION 86-28, STOPPING, STANDING AND PARKING PROHIBITED IN SPECIFIED AREAS; SECTION 86-31, PARKING PROHIBITED AT ALL TIMES ON CERTAIN DESIGNATED STREETS; SECTION 86-32 OVERTIME PARKING IN PARKING ZONES; SECTION 86-37, REMOVAL AND IMPOUNDING OF ILLEGALLY PARKED, ABANDONED, OR DISABLE MOTOR VEHICLES; SECTION 86-38, REMOVING IMPOUNDING AN IMMOBILIZATION OF MOTOR VEHICLES BEARING OUTSTANDING CITATIONS; SECTION 86-39, STORAGE, COSTS AND REMOVAL OF IMPOUNDED MOTOR VEHICLES; SECTION 86-42, FIRE LANES ON PRIVATE PROPERTY DEVOTED TO PUBLIC USE; SECTION 86-44, SCHEDULE OF CIVIL PENALTIES FOR PARKING VIOLATIONS; SECTION 86-45, PARKING FINES UNIT, PROCEDURES UPON NONCOMPLIANCE WITH PARKING VIOLATION NOTICE; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

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

**SECTION 1. THE AFOREMENTIONED SECTIONS SHALL BE AMENDED AS FOLLOWS:**

**Sec. 86-1. - Adoption of Chapter 316, Chapter 320 and Chapter 322, Florida Statutes.**

There is hereby incorporated and adopted by reference Chapter 316, Chapter 320 and Chapter 322, Florida Statutes, as amended from time to time, which law shall be in full force and effect in the city as if fully set forth in this chapter and shall be considered as part of this Code.

**Sec. 86-25. - Definitions.**

Motor vehicle is defined as any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle or moped. Also, the term "vehicle" used within this ordinance text is interchangeable with and shall mean the same as that of motor vehicle. The term "vehicle" includes a "commercial vehicle" as defined in this section.

Trailer is defined as any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that no part of its weight or that of its load rests upon the towing vehicle, or any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that some part of its weight and that of its load rests upon or is carried by another vehicle.

Construction equipment is defined as heavy-duty vehicles, specially designed for executing construction tasks, most frequently ones involving earthwork operations; also known as heavy machines, heavy trucks, construction equipment, engineering equipment, heavy vehicles, or heavy hydraulics.

Commercial vehicle is defined as a vehicle not owned by the government, with a Gross Vehicle Weight (GVW) of 26,001 lbs. or more, or has three or more axles regardless of weight, or is used in combination (vehicle plus trailer) when the weight of such combination exceeds 26,001 pounds gross vehicle weight.

Abandoned vehicle is defined as any motor vehicle that is not properly registered with the State.

Authorized emergency vehicles are defined as vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

#### **Sec. 86-26. - Manner of parking.**

No person shall stand or park a motor vehicle in a roadway or road right of way, other than parallel with the edge of the roadway, headed in the direction of traffic and with the curb-side wheels of the vehicle within 12 inches of the edge of the roadway, except upon a street which has been marked or a sign erected for angle parking, in which case a vehicle shall be parked at the angle to the curb indicated by such mark or sign.

#### **Sec. 86-27. - Unattended motor vehicle.**

(a) No person driving or in charge or control of a motor vehicle shall permit it to stand unattended with the ignition key in the vehicle whether or not the motor is in use.

(b) Whenever any motor vehicle standing unattended with the ignition key in the vehicle is found in violation of this section, a police officer is authorized to remove such key from such vehicle and to post a notice on such vehicle stating where the key may be recovered.

(c) Any unattended commercial vehicle, construction equipment or trailer shall not be parked on the roadway, right of way or other specified places.

#### **Sec. 86-28. - Stopping, standing and parking prohibited in specified places.**

No person shall stop, stand or park a motor vehicle, trailer, or commercial vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control device, in any of the following places:

(9) Within ~~thirty~~ thirty (30) feet of the nearest rail of a railroad crossing;

(1) On a roadway side of any motor vehicle stopping or parked at the edge or curb of a street or on the roadway end of any vehicle parked at an angle to the curb or street edge, except commercial vehicles engaged in loading or unloading. ~~from 2:00 a.m. to 7:00 a.m. only;~~

~~(19) If the motor vehicle is a commercial vehicle, upon the public streets or on or within privately owned driveways or property within all dwelling, or office districts as established by the land use regulations of the Code, except for loading or unloading purposes or when parked within a completely enclosed garage;~~

(2) In a metered parking space adjacent to a parking meter which has been covered by a bag placed thereon by the city indicating no public parking;

(3) In an area designated as a fire lane pursuant to the Code;

(4) On any property owned or controlled by the city not designated for parking, unless otherwise approved by the city council, or authorized city departments;

(5) In painted safety zones on roadways within the city, except for emergency purposes. Any motor vehicle parked in such a roadway for more than two hours will be towed at the owner's expense pursuant to the provisions of this chapter;

(6) On the shoulders or medians of Interstate 10 and all state roadways within the city limits except for emergency purposes. Any motor vehicle parked on such a shoulder or median for more than 24 hours will be towed at the owner's expense pursuant to the provisions of this chapter.

**Sec. 86-31. - Parking prohibited at all times on certain designated streets.**

When a sign is erected giving notice thereof, no person shall park a motor vehicle at any time upon any of the streets, portion of streets or right of way, as designated by the city.

**Sec. 86-32. - Overtime parking in parking zones.**

~~(c) It shall be unlawful to roll the tires of a motor vehicle to remove or obscure or attempt to remove or obscure the markings made by parking enforcement personnel prior to removing the vehicle from the parking zone.~~

**Sec. 86-37. - Removal and impounding of illegally parked, abandoned or disabled motor vehicles.**

Police officers or designees of the city are hereby authorized to remove any motor vehicle, commercial vehicle, construction equipment, trailer, from any street, or road right of way or alley within the city, to a public garage or other place of safety at the owner's expense, under the circumstances hereinafter enumerated:

(1) Up to 72 hours after an Unlawfully Parked Vehicle Notice has been placed on a vehicle, commercial vehicle, construction equipment or trailer.

(2) When any violation of F.S.S. 316.1951 is applicable.

**~~Sec. 86-38. - Removing, impounding an immobilization of motor vehicles bearing outstanding citations.~~**

~~(a) Any motor vehicle found parked at any time upon any street or in any off-street parking facility in the city against which there are five or more outstanding or otherwise unsettled parking violation notices for which no hearing has been requested within the requisite time period, and for which a notice of summons has been mailed, may, by or under the direction of the police department, be immobilized in such a manner as to prevent its operation. No such vehicle shall be immobilized by any means other than by the use of a device or other mechanism which will cause no damage to such vehicle unless it is moved while such device or mechanism is in place.~~

~~(b) If, after contacting the appropriate state agency which acts as custodian of motor vehicle registration and license tag records for the state from which the license tag attached to the vehicle was issued, the police department is unable to determine the vehicle owner's address, the vehicle may be~~

~~immobilized in accordance with the provisions of the preceding subsection (1), except it shall not be necessary for the police department to mail notice of summons before the vehicle may be immobilized.~~

~~(c) It shall be the duty of the police department immobilizing such motor vehicle, or under whose direction such vehicle is immobilized, to post on such vehicle, in a conspicuous place, notice sufficient to inform the owner or operator of the vehicle that:~~

~~(1) Such motor vehicle has been immobilized pursuant to and by the authority of section 86-38 of this code; and~~

~~(2) The owner of such immobilized motor vehicle, or other duly authorized person, shall be permitted to repossess or to secure the release of the vehicle upon compliance with either of the following alternative procedures:~~

~~a. Payment to the police department of the city of a \$50.00 service charge for removal of the immobilization device; or~~

~~b. Posting with the police department of the city of a cash or surety bond or other adequate security equal to the amount of \$50.00. If, during the hearing on the outstanding parking violation notices which necessitated the immobilization of the motor vehicle, the city prevails on any or all of the outstanding violations, the \$50.00 cash or surety bond shall be forfeited to the city.~~

~~(d) It shall be unlawful for anyone, except those persons authorized by the police department, to remove or attempt to remove, tamper with, or in any way damage or alter the immobilization device.~~

~~(e) Any motor vehicle immobilized pursuant to section 86-38 or 86-37, shall be subject to impoundment as authorized by section 86-37 hereinabove.~~

#### **~~Sec. 86-39. -- Storage, costs and removal of impounded motor vehicles.~~**

~~When a motor vehicle is removed pursuant to section 86-37 or 86-38, notice shall be provided to the owner pursuant to the provisions of Florida Statute 713.78.~~

#### **Sec. 86-44. - Schedule of civil penalties for parking violations.**

(a) Any person receiving a parking violation notice shall, within ~~five working days~~ 30 calendar days, pay the civil penalty ~~as prescribed in subsection (a) of this section~~ as shown in the City of Crestview Comprehensive Fee Schedule or request a hearing before ~~a judge of the county court~~ the City of Crestview Special Magistrate. Any person electing to appear before the designated ~~judge~~ magistrate shall be deemed to have waived his right to pay the civil penalty as set forth in this Code. The ~~judge~~ magistrate, after a hearing, shall make a determination as to whether a violation has been committed. If the commission of a violation has been proven, the ~~judge~~ magistrate may impose ~~fine not to exceed \$250.00 plus court costs.~~ the original fine plus court costs as shown in the City of Crestview Comprehensive Fee Schedule.

#### **Sec. 86-45. - Parking fines unit; procedures upon noncompliance with parking violation notice.**

(a) The police department shall accept payment of civil penalties for parking violations and issue receipts therefor. The police department shall maintain a record of such civil penalties and shall daily report the monies collected and deposited in the city clerk's office.

(d) A violation of section 86-46 (a) of this code shall be deemed a separate and distinct violation and shall not be construed to be merged with or a part of the original parking violation.

~~(e) \$1.00 from each paid parking citation issued under this article will be placed into the law enforcement training fund for the city.~~

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## **SECTION 2. AUTHORITY**

**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. SCIVENER'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. REPEALER.** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**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:**

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**ELIZABETH M. ROY**  
City Clerk

**APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

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**JB Whitten**  
Mayor



# Staff Report

CITY COUNCIL MEETING DATE: November 8, 2021

TYPE OF AGENDA ITEM: 2nd Reading

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TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Nicholas Schwendt, Gis  
DATE: 10/19/2021  
SUBJECT: Ordinance 1836 - Chickens

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## **BACKGROUND:**

Following an increased amount of public input regarding the keeping of chickens within the City limits, members of the City Council reached out to staff requesting the current Chapter 10 of the City's Code of Ordinance be looked over and amended, specifically in regards to its prohibition on chickens.

## **DISCUSSION:**

Following the request of the Council, staff researched how adjacent jurisdictions handle the keeping of chickens, as well as discussed potential undesirable consequences that the keeping of chickens could have on the public specific to the culture and character of the community in the City of Crestview.

As a result, the attached verbiage was developed by staff to allow property owners the freedom to keep chickens, while also implementing controls and regulations that will mitigate and provide for enforcement against any undesirable consequences that may result from the keeping of chickens.

In this case, undesirable consequences include noise, odor, and potential pests resulting from the keeping of chickens. Staff mitigated these factors by controlling the number of chickens allowed based on property size and primary use, creating additional requirements for chicken coop placement, and providing regulations for enforcement against the creation of noise, odors, or pests perceptible outside of any property that contains chickens.

During the first reading, Councilman Blocker posed the question as to what would be an appropriate minimum number of chickens to facilitate a healthy environment for the chickens. Based on this research, staff identified that the leading supplier for chickens in the area, Tractor Supply, would not sell less than four (4) chickens at a time. For this reason, Staff hereby marked the recommendation to reset the readings and change the count to a minimum of four (4) chickens.

## **GOALS & OBJECTIVES**

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

**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

*Play-* Expand recreational and entertainment activities within the City

*Community Culture-* Develop a specific identity for Crestview

**FINANCIAL IMPACT**

This item will have no impact on the City budget.

**RECOMMENDED ACTION**

Staff respectfully requests adoption of Ordinance 1836 on second reading.

**Attachments**

1. Attachment 1

## **ORDINANCE: 1836**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR COMPLIANCE WITH STATE OF FLORIDA STATUTE; PROVIDING FOR THE AMENDMENT OF CHAPTER 10 – ANIMALS, SECTION 10-9. – BARNYARD ANIMALS; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City is authorized and empowered to adopt and enforce ordinances, not inconsistent with state law, that are necessary to support the public interest while also protecting the health, welfare, and safety of its citizens and inhabitants

**WHEREAS**, the City Council ("Council") of the City serves as the elected governing body; directly responsible for the support of the public interest while also protecting the health, welfare, and safety of its citizens and inhabitants

**WHEREAS**, city staff have reviewed how municipalities of a similar size and population address the topic of allowing chickens within their municipal boundaries and have researched those municipal ordinances in the process of crafting this ordinance.

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

**CHAPTER 10 -ANIMALS** is hereby amended with additions made to section 10-9 as attached to this ordinance (Attachment 1).

**SECTION 1 - AUTHORITY.** The authority for enactment of this ordinance is Chapter 166.021, Florida Statutes, and Section 2 of the City Charter.

**SECTION 2 - 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 application 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 3 - SCIVENER'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 4 - 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 5 – REPEALER.** All Ordinances or parts of Ordinances in herewith be and the same are hereby repealed.

**SECTION 6 - 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.**

\_\_\_\_\_  
**JB Whitten**  
Mayor

## Sec. 10-9. - Barnyard animals.

- (a) Generally. No person shall keep or permit to run at large in the city any animals of the equine or swine class and includes goats, sheep, mules, horses, hogs or cattle and domesticated poultry, except for the species gallus domesticus ("chicken"), as per the regulations of subsection (b).
- (b) Chickens. The following regulations will govern the keeping of chickens and are designed to prevent conditions that are unsanitary, unsafe or a nuisance. No person shall keep chickens unless the following regulations are followed:
- (1) Roosters are not permitted within city limits.
  - (2) Location: Keeping of chickens is permissible as an accessory use on lots one quarter acre or larger with an existing land use of single family residential, regardless of current zoning or future land use designation.
  - (3) Quantity: No more than four (4) chickens for the first quarter acre and three (3) additional chickens per each additional quarter acre are allowed on each respective property with an existing land use of single family residential.
  - (4) Setbacks:
    - i. Coops or cages housing chickens shall be placed according to the setback requirements for accessory buildings as per Chapter 7 of the Land Development Code.
    - ii. Coops or cages housing chickens shall be kept at least twenty-five (25) feet from the door or window of any other dwelling or occupied structure other than the owner's dwelling.
    - iii. Coops or cages housing chickens shall be located behind the principal structure.
  - (5) Sanitation:
    - i. The coop or cage must be kept in sanitary condition and free from offensive odors. The coop or cage must be cleaned on a regular basis to prevent the accumulation of waste.
    - ii. Odors shall not be perceptible at any lot line.
    - iii. Noise shall not be perceptible at any lot line to the extent that it results in a public nuisance or is in violation of the municipal noise ordinance.
    - iv. Keeping of chickens shall not attract rodents or other pests.



# Staff Report

CITY COUNCIL MEETING DATE: November 8, 2021

TYPE OF AGENDA ITEM: 1st reading after PDB

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TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Dawn Barnes  
DATE: 11/3/2021  
SUBJECT: Ordinance 1848 - Ferdon Boulevard South Rezoning

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**BACKGROUND:**

On September 21, 2021, staff received an application to amend the zoning designation for property located on Ferdon Boulevard South.

The subject property is currently located within the City of Crestview with a future land use and zoning designation of Commercial (C) and Commercial High-Intensity District (C-2), respectively.

The application requests the Commercial Low-Intensity District (C-1) zoning designation for the property.

The Planning and Development Board recommended approval of the request on November 1, 2021.

**DISCUSSION:**

The property description is as follows:

Property Owner: Securcare Moveit Mcallen LLC  
Move It Fund I Crestview Land LLC  
32-3N-23-0000-0050-002A  
Parcel ID: 32-3N-23-0000-0050-0000  
05-2N-23-0000-0003-0000  
Site Size: 11.07 acres  
Current FLU: Commercial (C)  
Current Zoning: Commercial High-Intensity District (C-2)  
Current Land Use: Commercial & Vacant

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

| Direction | FLU                                                          | Zoning                                               | Existing Use |
|-----------|--------------------------------------------------------------|------------------------------------------------------|--------------|
| North     | Commercial (C)                                               | Commercial Low-Intensity District (C-1)              | Vacant       |
| East      | Commercial (C)                                               | Commercial High-Intensity District (C-2)             | Commercial   |
| South     | Residential (R)                                              | Single-Family Medium-Density Dwelling District (R-2) | Residential  |
| West      | Conservation (E) and Okaloosa County Low Density Residential | Conservation (E) and Okaloosa County Residential-1   | Vacant       |

The subject property is currently developed for commercial use or is vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property could be developed for commercial or multi-family use.

Staff reviewed the request for rezoning and finds the following:

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on October 11, 2021. The property was posted on October 19, 2021. An advertisement ran in the Crestview News Bulletin on October 20, 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.

*Community Culture* – Develop a specific identity for Crestview.

### **FINANCIAL IMPACT**

The fees for the rezoning request were \$750.00. The cost of advertising was \$206.18.

### **RECOMMENDED ACTION**

Staff respectfully requests adoption of Ordinance 1848 and move to second reading.

### **Attachments**

1. Exhibit Packet

**ORDINANCE: 1848**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 11.07 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST AND SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, FROM THE COMMERCIAL HIGH-INTENSITY DISTRICT (C-2) ZONING DISTRICT TO THE COMMERCIAL LOW-INTENSITY DISTRICT (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 11.07 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 11.07 acres, more or less, being formerly zoned Commercial High-Intensity District (C-2) with the Commercial (C) Future Land Use Map designation, is hereby rezoned to Commercial Low-Intensity District (C-1) to wit:

**PIN # 32-3N-23-0000-0050-002A**

A PARCEL OF LAND IN THE SW 1/4 OF THE SW1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA AND BEING A PORTION OF THAT PARCEL RECORDED IN OFFICIAL RECORD BOOK 1820 AT PAGE 930 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF THE SW1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA AND RUN N88°51'20"W, ALONG THE SOUTH LINE OF SAID SECTION, 1546.42 FEET, MORE OR LESS TO THE POINT OF BEGINNING OF THAT PARCEL RECORDED IN OFFICIAL RECORD BOOK 1820 AT PAGE 930 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE N11°48'24"E, ALONG THE WESTERLY LINE OF SAID PARCEL, 168.19 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SAID PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE N11°48'24"E, ALONG SAID WESTERLY LINE FOR A DISTANCE OF 168.19 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S89°01'35"E ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 218.97 FEET, THENCE S01°06'25"E A DISTANCE OF 165.55 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID PARCEL; THENCE N88°57'06"W, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 250.36 FEET TO CLOSE ON THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.89 ACRES, MORE OR LESS.

**PIN # 32-3N-23-0000-0050-0000 & 05-2N-23-0000-0003-0000**

PARCEL A:

COMMENCING AT THE HALF SECTION CORNER ON THE NORTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, RUN WEST ALONG THE NORTH SECTION LINE, 617 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 85 AND THE POINT OF BEGINNING; THENCE SOUTH 04 DEGREES 00 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 235.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 27 SECONDS WEST, 700 FEET; THENCE SOUTH 04 DEGREES 01 MINUTE 19 SECONDS WEST, 797.53 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 53 SECONDS WEST, 280.19 FEET; THENCE NORTH 04 DEGREES 02 MINUTES 21 SECONDS EAST, 1034.37 FEET TO SAID NORTH LINE OF SECTION 5; THENCE SOUTH 89 DEGREES 30 MINUTES 36 SECONDS EAST ALONG SAID NORTH LINE, 979.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS:

PARCEL 1:

COMMENCE AT THE HALF-SECTION CORNER ON THE NORTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, RUN WEST ALONG THE NORTH SECTION LINE, 617.0 FEET, MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 85; THENCE SOUTH 04 DEGREES 00 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 130 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE SOUTH 04 DEGREES 00 MINUTES 21 SECONDS WEST 305.0 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 27 SECONDS WEST, 700 FEET; THENCE NORTH 04 DEGREES 01 MINUTES 19 SECONDS EAST, 305.01 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 27 SECONDS EAST, 699.91 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 36 MINUTES 04 SECONDS WEST, A DISTANCE OF 561.66 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY #85, (170.0 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 5, PROCEED SOUTH 04 DEGREES 00 MINUTES 21 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 130.0 FEET; THENCE DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY #85, PROCEED NORTH 89 DEGREES 41 MINUTES 27 SECONDS WEST, A DISTANCE OF 400.08 FEET; THENCE PROCEED NORTH 04 DEGREES 00 MINUTES 21 SECONDS EAST, A DISTANCE OF 130.62 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 5; THENCE PROCEED SOUTH 89 DEGREES 36 MINUTES 04 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 400.04 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT THE HALF SECTION CORNER ON THE NORTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, RUN WEST ALONG THE NORTH SECTION LINE, 617 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 85 AND THE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 00 MINUTES 21 SECONDS EAST, 167.19 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 50 SECONDS WEST, 961.70 FEET; THENCE SOUTH 10 DEGREES 11 MINUTES 17 SECONDS WEST, 167.41 FEET; THENCE SOUTH 89 DEGREES 30

MINUTES 36 SECONDS EAST, 979.70 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS:

PARCEL 1:

COMMENCING AT THE HALF SECTION CORNER LINE OF THE NORTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, RUN WEST ALONG NORTH SECTION LINE, 617 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 85 AND THE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 00 MINUTES 21 SECONDS EAST, 150.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE DEPARTING RIGHT OF WAY PROCEED NORTH 89 DEGREES 37 MINUTES 45 SECONDS WEST, 700.00 FEET; THENCE SOUTH 4 DEGREES 00 MINUTES 21 SECONDS WEST, 150.00 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 45 SECONDS EAST, 700.00 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA.

PARCEL 2:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, RUN NORTH 89°37'45" WEST ALONG THE NORTH SECTION LINE, 562.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 85; THENCE RUN NORTH 04°04'11" EAST ALONG SAID RIGHT OF WAY LINE, 150.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 04°01'11" EAST ALONG SAID RIGHT OF WAY, 17.19 FEET; THENCE RUN NORTH 89°37'45" WEST, 700.0 FEET; THENCE RUN SOUTH 03°59'09" WEST, 17.19 FEET; THENCE SOUTH 89°37'45" EAST, 700.0 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA.

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

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

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

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

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

**SECTION 8 – EFFECTIVE DATE.** 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.**

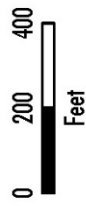
**ATTEST:**

\_\_\_\_\_  
**ELIZABETH M. ROY**  
City Clerk

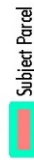
**APPROVED BY ME THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 2021.

\_\_\_\_\_  
**J. B. WHITTEN**  
Mayor

# Adopted Zoning



## Legend



## 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)

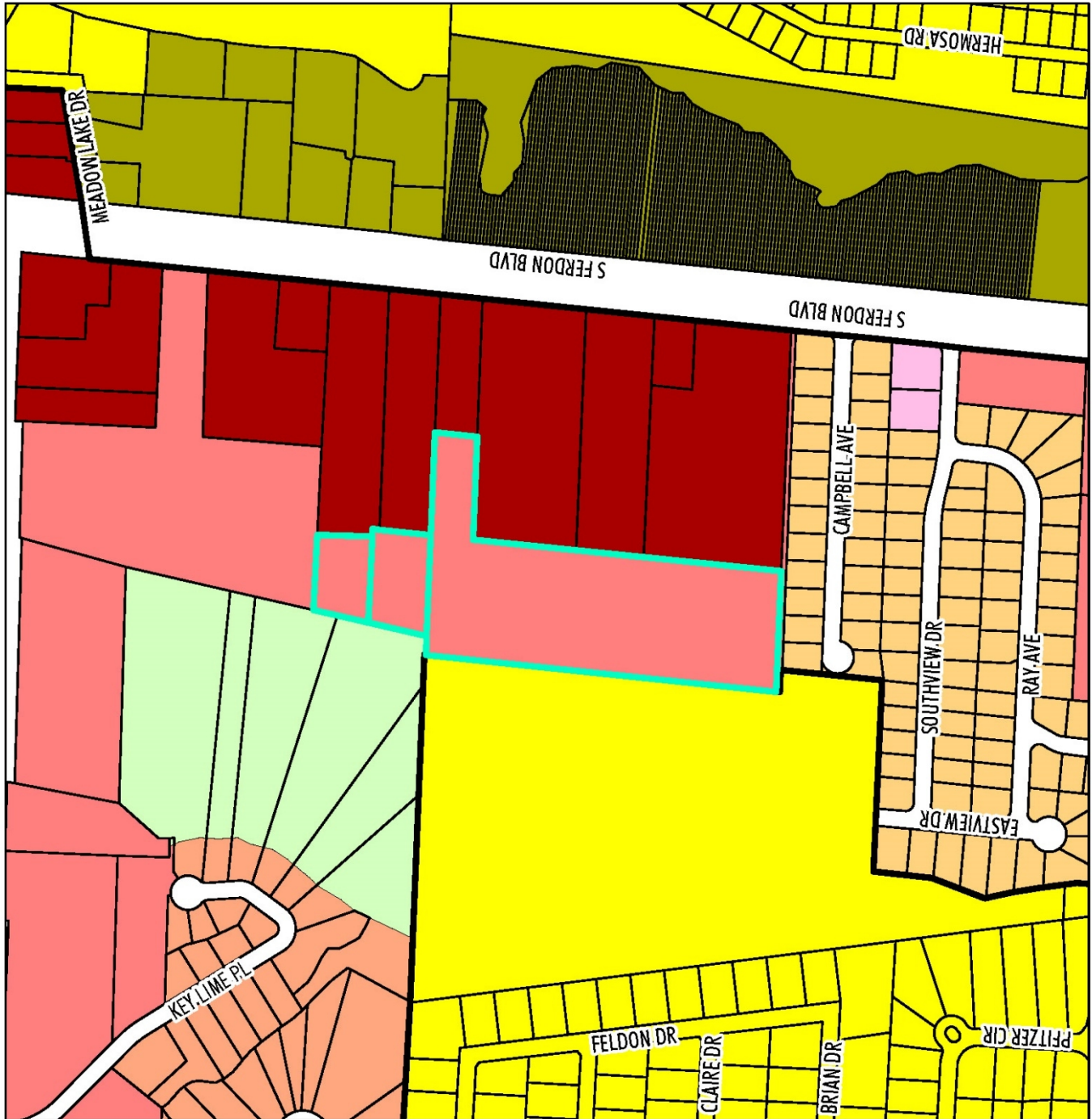
Conservation (E)

## County Zoning

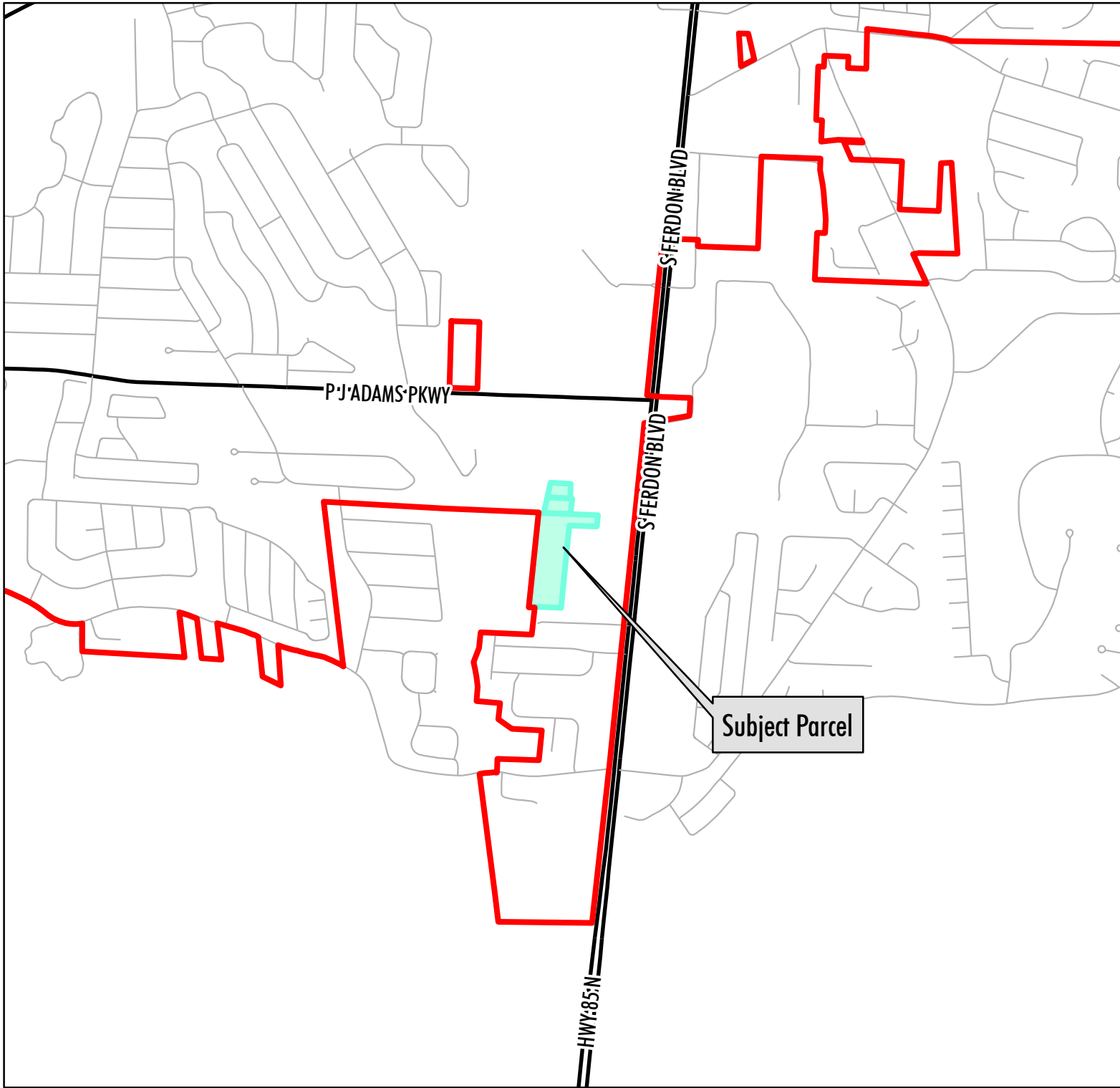
Residential - 1 (R-1)

Mixed Use (MU)

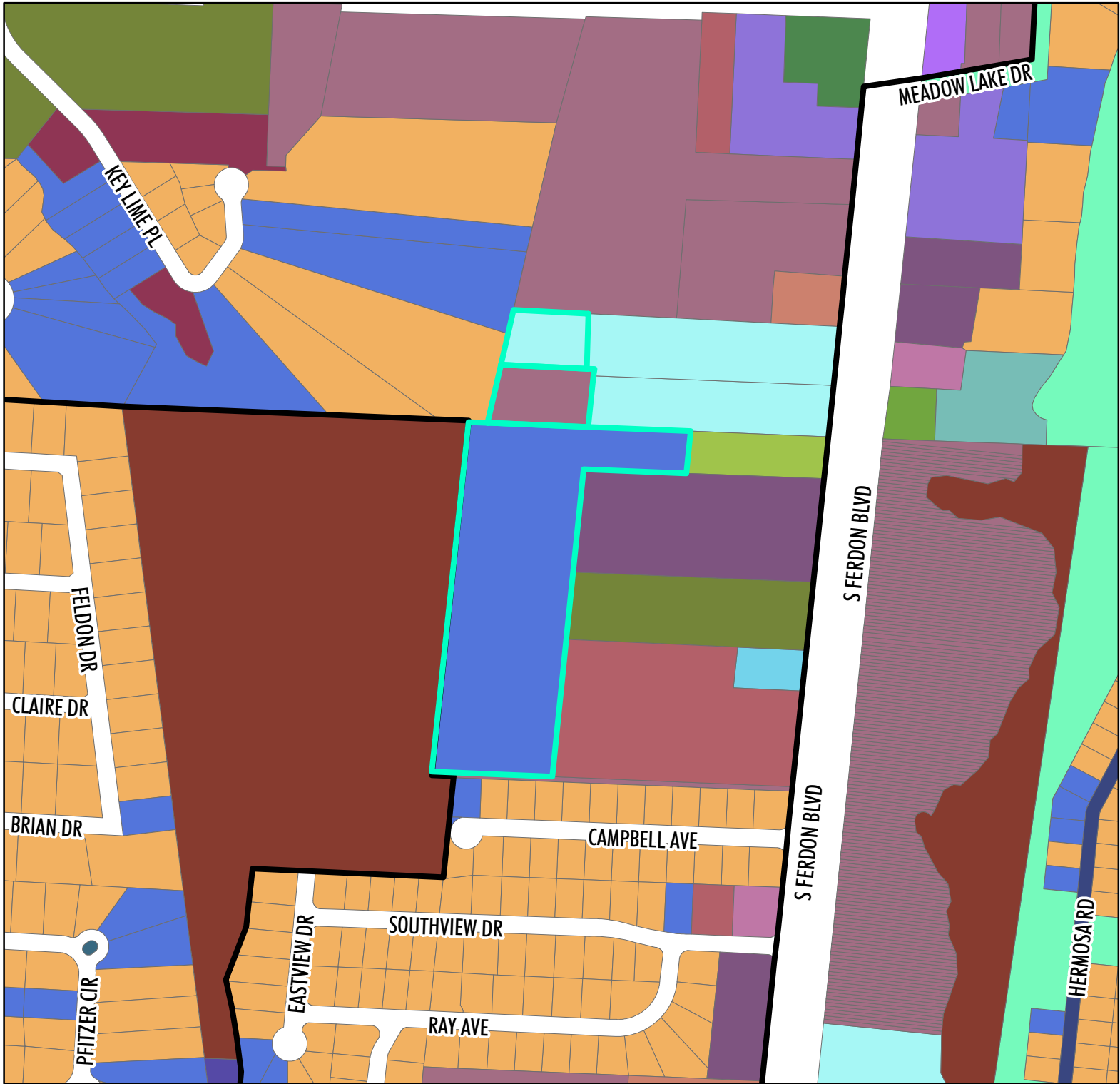
PREPARED BY CITY OF CRESTVIEW  
COMMUNITY DEVELOPMENT SERVICES  
PARCEL INFORMATION PROVIDED BY  
OKALOOSA COUNTY GIS DEPARTMENT  
NAD 1983 STATE PLANE, NORTH ZONE  
U.S. SURVEY FEET



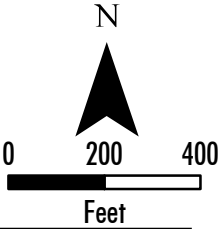
# Vicinity Map



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



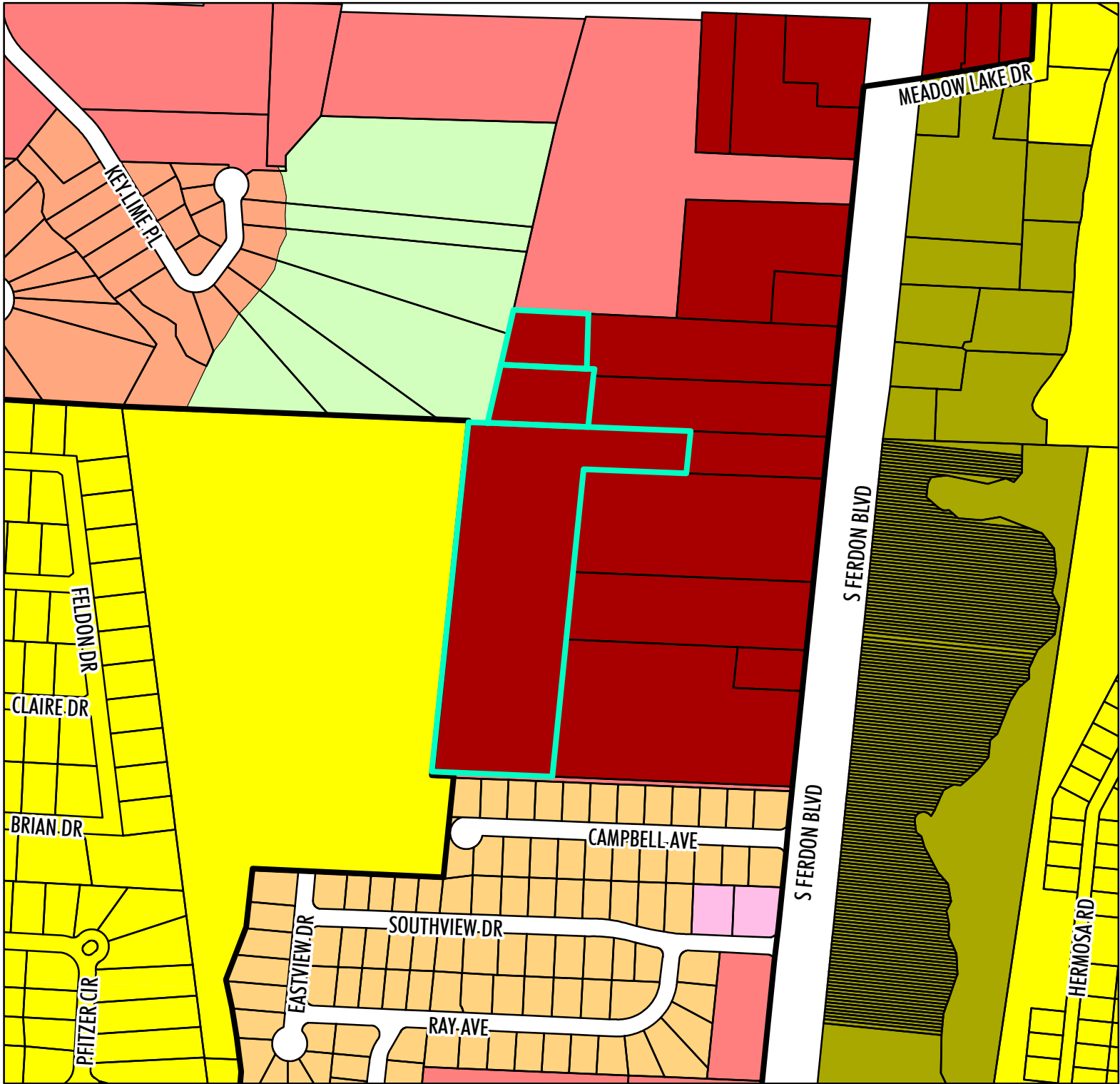
# Existing Use



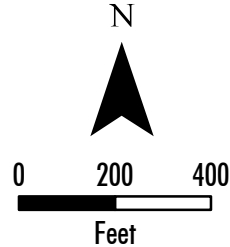
## Legend

- Subject Parcel
- City Limits
- Existing Use
  - Churches
  - Conservation
  - Financial
  - Manufactured Home
  - Municipal
  - Nightclub
  - No AG Acre
  - Office Building
  - Profession
  - Private School
  - Res Common
  - Rights-of-way
  - Service Shop
  - Single Family
  - Stores
  - Supermarket
  - Vacant
  - Vacant Commercial
  - Vacant/Commercial
  - Vehicle Sale
  - Warehouse
  - Wasteland

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

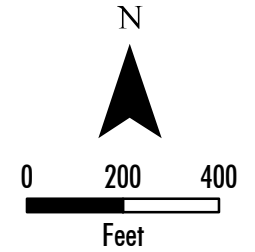


## Legend

- 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

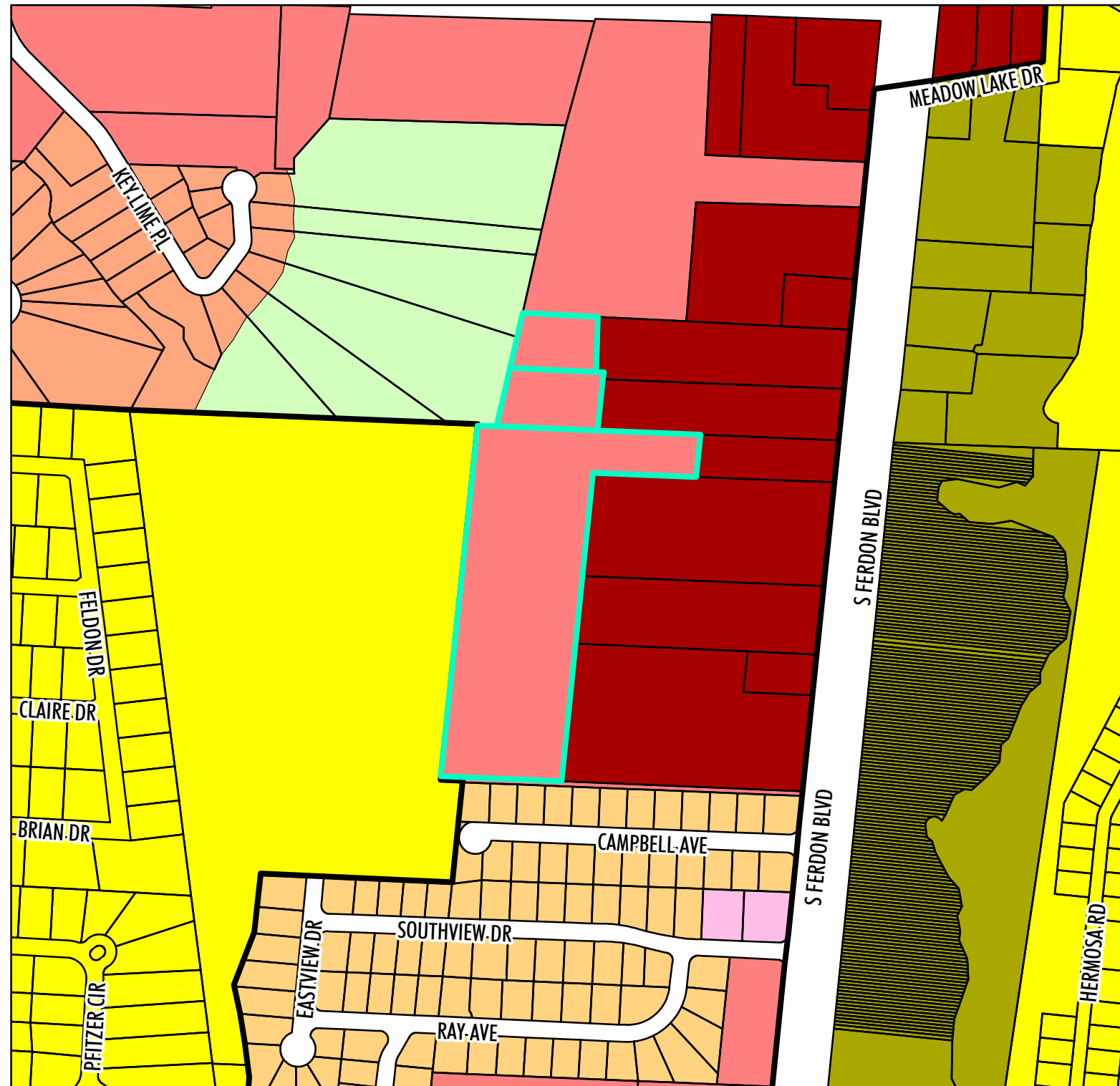
City Limits

### 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



# Staff Report

CITY COUNCIL MEETING DATE: November 8, 2021

TYPE OF AGENDA ITEM: Action Item

---

TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM:  
DATE: 11/4/2021  
SUBJECT: Appointment of TDC Board Member

---

**BACKGROUND:**

With the expansion of the Tourist Development District, the City of Crestview must appoint a representative to the Tourist Development Council (TDC).

**DISCUSSION:**

Section 20-73 of Exhibit A of Ordinance 86-06 of Okaloosa County establishes the membership for the TDC. Provided herein, the section requires the City Council to appoint an elected official to the board.

***"Sec. 20-73. Tourist development council.***

*(a.) Established. There is hereby established, pursuant to the provisions of Section 125.0104, Florida Statutes, an advisory council to be known as the "Okaloosa County Tourist Development Council" (the "Council"). The Board shall appoint nine (9) members to the Council, which consists of: the chair of the Board or any other member of the Board as designated by the chair; two (2) members shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county ("Elected Representative"); no less than three (3) nor more than four (4) shall be owners or operators of tourist accommodations ("Lodging Representative"); and no less than two (2) nor more than three (3) shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development ("Tourism Industry Representative"). The Board shall have the option of designating the chair of the Council or allowing the Council to elect a chair. Effective January 1, 2022, the cities of Crestview, Destin and Fort Walton Beach shall each have a designated member of the Council. The designated members of the Council for the Cities of Crestview and Fort Walton Beach shall serve as Elected Representatives. The designated member of the Council for the City of Destin shall serve as a Tourism Industry Representative. The City of Destin is a premier tourist destination and its economic base is tourism. Therefore, Destin City Council members are "persons who are involved in the tourist industry and who have demonstrated an interest in tourist development" in accordance with section 125.0104(4)(e), Florida Statutes. The Board shall use its best efforts to appoint a geographically-diverse Council that meets the statutory requirements.*

*(b.) Duties and responsibilities. The Council shall make recommendations to the Board for the effective uses of the revenue and may perform such other duties or functions as hereinafter may be prescribed by ordinance or resolution.*

*(c.) Review of revenue expenditures. The Council and the director shall continuously review all expenditures of revenue and shall report to the Board and Department of Revenue all expenditures of said revenue believed to be unauthorized by the provisions of this article."*

*Staff is requesting that the City Council appoint this representative at this meeting so that they can begin serving in December.*

### **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**

This item has no direct financial impact.

### **RECOMMENDED ACTION**

Staff respectfully requests that the City Council appoint a member to serve on the TDC.

### **Attachments**

None



# Staff Report

CITY COUNCIL MEETING DATE: November 8, 2021

TYPE OF AGENDA ITEM: Presentation

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TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Elizabeth Roy, City Clerk  
DATE: 11/4/2021  
SUBJECT: Veterans Parade Update

---

## **BACKGROUND:**

Elected officials usually participate in the Veterans Day Parade by using Golf Carts.

## **DISCUSSION:**

This year the City does not have access to Golf Carts.

We will be using the Float instead.

We are asking that elected officials and their Veterans park at the Courthouse.

We will arrange transportation to the Float.

Names of the Vets will be posted on the float by the stools.

All veterans need to remain seated for safety.

We will arrange for walkers to hand out flags.

## **GOALS & OBJECTIVES**

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

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*Play-* Expand recreational and entertainment activities within the City

*Community Culture-* Develop a specific identity for Crestview

**FINANCIAL IMPACT**

None

**RECOMMENDED ACTION**

None Needed

**Attachments**

None



# Staff Report

CITY COUNCIL MEETING DATE: November 8, 2021

TYPE OF AGENDA ITEM: Action Item

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TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Tim Bolduc, City Manager  
DATE: 11/4/2021  
SUBJECT: City Manager Updates

---

## **BACKGROUND:**

The City Manager will update the City Council on various ongoing projects.

## **DISCUSSION:**

The Manager will provide updates on the following projects;

1. Announcement of Michael Criddle as Public Services Director
2. Budget Booklets
3. Blackwater Golf Club
4. Mainstreet parking lot and streetscape design
5. Crestview Commons
6. Wilson Street Splashpad & Mural
7. Animal Control Contract
8. Foxwood Water & Wastewater Improvements
9. Skate Park lighting project
10. McCarthur Code Enforcement Update
11. Allen Park pavilion update

## **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

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*Mobility-* Provide safe, efficient and accessible means for mobility

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

*Play-* Expand recreational and entertainment activities within the City

*Community Culture-* Develop a specific identity for Crestview

## **FINANCIAL IMPACT**

This item is for updating purposes only.

## **RECOMMENDED ACTION**

This item is to serve as an update only.

## **Attachments**

1. Mural Wilson Street
2. Mural Wilson Street 2
3. Mural Wilson Street 3
4. Mural Wilson Street 4
5. Mural Wilson Street 5
6. Fairview Park
7. Michael J Criddle Resume













# MICHAEL J. CRIDDLE

Columbus, GA 31902 • 706-594-0425  
mjcriddle@gmail.com • [linkedin.com/in/mike-criddle-4a921513a/](https://www.linkedin.com/in/mike-criddle-4a921513a/)

## Professional Summary

Highly accomplished, hands-on, and results-driven management professional with progressive responsibility and proven results in the fields of public policy, economic development, fleet management, manufacturing, project management, lean sigma, quality management systems, community development, and public services. Exceptional ability to accomplish goals and add value working in fast-paced, multi-cultural environments around the globe. Capacity to excel in numerous areas of expertise including policy planning, business operations, human resources management, project development, and negotiations. Possess excellent interpersonal and communication skills vital in coalescing teams from diverse backgrounds and cultures to accomplish goals and objectives.

## AREAS OF EXPERTISE

Team/Consensus Building  
Leadership/Motivation  
Workforce Development  
Community Engagement

Client/Customer Relations  
Policy Development  
Public Speaking  
Strategic Planning

Budgeting/Auditing  
Crisis Management  
Media Relations  
Contract Negotiations

## PROFESSIONAL EXPERIENCE

### Columbus Consolidated Government • Columbus, GA

#### Public Services Director

September 2020-Present

*Oversee all the aspects of Public Services operations and planning of 14 divisions: sanitation collection & disposal, storm water, street and infrastructure maintenance, cemetery maintenance, urban forestry, ROW maintenance, GIS, animal control, facility & fleet maintenance, administration, and community service.*

- Completed comprehensive rate study analysis to set appropriate service fee levels for integrated waste fund services.
- Established positive working relationships with community groups, (Chattahoochee River Keeper, Trees Columbus, Uptown Columbus) to build community support for Public Works initiatives.
- Balanced \$35M annual budget; direct responsibility for 436 employees with service area of 221 mi<sup>2</sup>.

#### Accomplishments:

- Converted recycling collection from manual to automated service, eliminating inmate labor from this process.
- Utilized ARP funding to replace entire fleet of refuse collection trucks with automated side-load vehicles.
- Implemented GIS location marking system for public utilities and parks for improved maintenance services.
- Devised and enacted control system for 311 service requests, lowering number of days open by 50%.

### City of West Point • West Point, GA

#### Public Works Director

July 2017-August 2020

#### City Planner

February 2017-July 2017

*Oversaw all the aspects of Public Works operations: residential and commercial sanitation, storm water management, street and infrastructure maintenance and construction, FEMA Floodplain/FIRM, Emergency management.*

- Working closely with Georgia DOT on city projects including new roundabouts with pedestrian throughways.
- Improved response time and level of service by implementing computerized work order system for projects.
- Systematically resolved street flooding issues through storm water mapping and drain maintenance program.
- Established working connections with Federal Emergency Management Agency and U.S. Army Corp of Engineers.

#### Accomplishments:

- Successfully researched and proved major flood elevation error in the most recent release of FEMA Flood Insurance Rating Map for city. This resulted in lawsuit filed by Georgia EPD against mapping contractor to correct this issue.

### City of West Point • West Point, GA; City of LaGrange • LaGrange, GA

**Intergovernmental Project Manager, Director of Economic Development**

August 2006-February 2017

*Responsible for overall contract fulfillment and construction monitoring of \$1.2B Kia Motors Manufacturing Georgia project and all Troup County Korean suppliers. Multi-departmental responsibilities included Economic Development, Purchasing, Fleet Management, Marketing, PEG Television Station, Website Development and SEM Management.*

- Directly responsible for all activities related to industrial recruitment totaling \$595 million in local investment and creation of 2,226 direct jobs, including Great Wolf Lodge destination tourism attraction project in Troup County.
- Worked directly with State and Federal Agencies in advancement of economic development projects, negotiation of incentive packages and mitigation of client and environmental related risk at all project phases.
- Collaborated and facilitated Georgia Quick Start training support for Kia suppliers with state government.

**Accomplishments :**

- Successfully completed construction of Kia project within planned schedule ensuring on-time start of production.
- Negotiated and guided Great Wolf Lodge through the public-private partnership process of locating in Troup County; the largest non-industrial project ever completed. Utilized Georgia Tourism Development Act as part of the project.
- Secured commitments from Kia suppliers by traveling to Korea and negotiating agreements for localizations.
- Partnered with Hull Property Group to redevelop and expand LaGrange Mall by utilizing local Tax Allocation District.
- Directed City rebranding activity including logo and tagline, marketing material, and website redevelopment.

**OTHER RELEVANT EXPERIENCE****Tredegar Film Products**

Plant/HR Manager · **LaGrange, GA** 2003-2006

**Takata Holdings, Inc. · Auburn Hills, MI**

Director of Quality – North America · **LaGrange, GA** 1999-2003

Plant Manager · **Greenwood, MS** 1997-1999

Quality Assurance Manager · **Cheraw, SC** 1995-1997

Quality Assurance Manager · **Greenwood, MS** 1993-1995

Senior Reliability Engineer · **Greenwood, MS** 1988-1990

**Dura Mechanical Components, Inc.**

Advanced Quality Planning Engineer · **Gordonsville, TN** 1991-1993

**Whirlpool Corporation**

Quality Control Engineer · **Oxford, MS** 1987-1988

**COMPUTER SKILLS**

Microsoft Office Suite (Word, Excel, PowerPoint, Outlook) – Expert Level

**EDUCATION AND PROFESSIONAL**

Bachelor of Arts – English, Minor: Engineering

Louisiana Tech University · **Ruston, LA** 1987

Kenan-Flagler Business School, Young Executives Institute – Executive MBA Program

University of North Carolina · **Chapel Hill, NC** 1999

Master of Arts – Public Administration (Human Resources Concentration)

Troy University · **Troy, AL** 2010

ISO 9001:2015 Lead Auditor (TPECS)

ISO-9001:2015, IATF 16949, ISO-14001 Internal Auditor

British Standards Institute · **Atlanta, GA** 2017

President, Middle Chattahoochee Water Coalition

Governing Board Member, ACF Stakeholders 2009-Present

FAA Certified Private Pilot

