CITY OF CRESTVIEW

CITY COUNCIL

CITY COUNCIL AGENDA
REGULAR COUNCIL MEETING
March 28, 2022
6:00 p.m.
Council Chambers

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

1. **Call to Order**
2. **Invocation, Pledge of Allegiance**
3. **Open Policy Making and Legislative Session**
4. **Approve Agenda**
5. **Presentations and Reports**
   - 5.1. Awards for Crestview Police Officers
   - 5.2. Employee of the Quarter
   - 5.3. Vietnam War Veterans' Commemoration Proclamation
6. **Consent Agenda**
   - 6.1. Purchase of new patrol vehicles
   - 6.2. WWTP Solids Handling Change Order #1 and Notice to Proceed
   - 6.3. Emergency Purchase - Well # 4 Pump Replacement
   - 6.4. Approval of March 14, 2022 regular meeting minutes
   - 6.5. Approval of March 14, 2022 - Crestview Unlimited Inc. Board minutes
7. **Public Hearings / Ordinances on Second Reading**
   - 7.1. Ordinance 1856 - Lindberg Street Annexation
   - 7.2. Ordinance 1857 - Lindberg Street Comprehensive Plan Amendment

7.3. Ordinance 1858 - Lindberg Street Rezoning

7.4. Ordinance 1859 - Crosson Street Rezoning

8. Ordinances on First Reading

9. Resolutions

10. Action Items

11. City Clerk Report

12. City Manager Report

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Items are for staff and elected officials only and must be submitted for approval no later than 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. Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities needing special accommodations, please contact Maryanne Schrader, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

CITY OF CRESTVIEW

Item # 5.1.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Brian McCallum
DATE:	3/24/2022
SUBJECT:	Awards for Crestview Police Officers

BACKGROUND:

Recognition of life saving measures taken by Corporal Beau Baier and Officer Tyler Culbertson.

Recognition of life saving measures taken by Officer Schon Sweeney and Officer Tyler Culbertson

Recognition of the 2021 Crestview Police Officer of the Year, Investigator Michael Tingle

DISCUSSION:

Corporal Baier and Officer Culbertson responded to a cardiac arrest patient who was not breathing and had no pulse. Due to their actions, the patient was able to recover.

Officer Sweeney and Officer Culbertson responded to a gunshot victim that had been shot two times. Due to their quick actions, the patient survived.

Investigator Michael Tingle will be formally recognized as the 2021 Crestview Police Officer of the Year.

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 financial impact.

RECOMMENDED ACTION

Recognition of the officers.

Attachments

None

CITY OF CRESTVIEW Item # 5.2.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Tim Bolduc, City Manager, Jessica Leavins, Administrative Services Director
DATE:	3/25/2022
SUBJECT:	Employee of the Quarter

BACKGROUND:

The City of Crestview appreciates the efforts of employees to achieve its goals and to fulfill its vision statement. Outstanding employees deserve to be recognized both as a reward for exceptional performance and as a model to other employees.

The "One City One Mission" program recognizes two employees each quarter: one member of the general staff and one public safety employee. Nominations for the award are submitted by employees and the winners are selected by a committee consisting of the department heads. Nominations are based on excellent job performance, dependability and/or innovation during the quarter for which the award is to be given. All nominations relate back to the City's mission "The City of Crestview's mission is to improve the quality of life by providing exceptional municipal services" or motto of "One City, One Mission".

This program is sponsored by All In Credit Union.

DISCUSSION:

The first quarter winners are Lucas Kraus and Michael Clinton.

GOALS & OBJECTIVES

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FINANCIAL IMPACT

There is no financial impact on the city, thanks to the sponsorship from the All In Credit Union.

RECOMMENDED ACTION

No action is needed.

Attachments

None

CITY OF CRESTVIEW

Item # 5.3.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	J.B. Whitten, Mayor
DATE:	3/25/2022
SUBJECT:	Vietnam War Veterans' Commemoration Proclamation

BACKGROUND:

Proclamation declaring Tuesday, March 29, 2022 as National Vietnam War Veterans Day

DISCUSSION:

Mayor JB Whitten will present the proclamation for the Vietnam War Veterans' Commemoration

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

n/a

RECOMMENDED ACTION

No action required from the City Council.

Attachments

None

CITY OF CRESTVIEW

Item # 6.1.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Brian McCallum, Major
DATE:	3/25/2022
SUBJECT:	Purchase of new patrol vehicles

BACKGROUND:

The Police Department has an immediate need for the purchase of no less than 5 new patrol vehicles. The number of current and newly hired officers will soon surpass the number of reliable, modern and safe patrol vehicles currently owned or leased by the Police Department. The total cost of five vehicles, including the equipment and graphics, is approximately $238,000.

DISCUSSION:

The Police Department's marked patrol fleet vehicles range from 2007 Ford Crown Victorias to 2021 Dodge Durangos.

In 2020, the City entered into a contract with Enterprise Fleet Lease to supply all departments within the City with vehicles. The contract was designed to replace the rapidly aging police vehicle fleet. The Police Department received (2) 2020 Dodge Chargers and (12) 2020 Dodge Durangos. In recent months, Enterprise has been unable to deliver any patrol vehicles and the communication from the company indicates they will not be able to deliver any patrol vehicles in the near future. This has created the need to purchase vehicles outside of the lease.

The current number of police officers assigned to the patrol and K9 division utilize all of the Enterprise lease vehicles as well as numerous older vehicles. The oldest vehicle in daily operation is a 2010 Ford Crown Victoria, which is the only spare K9 vehicle. It is being driven to Birmingham, AL each week as a new dog is being trained. The oldest patrol vehicle is a 2016 Ford Interceptor Sedan (Taurus). Both vehicles are in poor condition due to typical wear and tear.

As previously noted, the number of new officers will surpass the number of reliable, modern and safe patrol vehicles. The department currently has five officers in training and only has four spare patrol vehicles. The spare vehicles are not reliable and should only be used temporarily. The age of the vehicles are 2011 - 2015 models. Additionally, the single spare K9 vehicle is in poor condition and should be retired.

When the new patrol vehicles are operational, this will allow for more reliable vehicles to replace the current spare cars, thus preventing the newly hired officers from patrolling in unreliable patrol cars.

A new K9 vehicle will allow for a more reliable vehicle to be the spare car.

Step One Automotive is a State of Florida contract dealer and will supply the vehicles at the cost of $35,947.00 per vehicle.

The cost to upfit each patrol vehicle with emergency lights, interior equipment and vehicle graphics will not exceed $11,000.00. The cost to upfit the K9 vehicle will not exceed $14,000.00.

The vehicle quote from Step One is attached.

Step One Automotive utilizes Dana Safety Supply in Ft Walton to upfit patrol vehicles sold by them to allow the buyer to have a streamlined "turn-key" product. An initial upfitting cost from Step One is attached.It is not certain if Dana will provide this service or if a more cost-effective resource will be used.

Signs Galore will supply the graphics as they hold the artists rights to the Police Department's current vehicle design. A copy of an invoice from the graphic installation of the 2020 Durango is attached. The average cost was $795.00. This cost is included in the estimate.

GOALS & OBJECTIVES

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FINANCIAL IMPACT

The approximate cost of $238,000 is an unbudgeted item; however, funding is available in 1/2 cent sales tax. This purchase falls within the purpose of the tax and the revenues received are above initial estimates.

RECOMMENDED ACTION

Staff respectfully requests approval to "piggyback" off of the State of Florida's contract with Step One Automotive for the purchase of five patrol vehicles ($179,735) along with the upfitting and graphics ($58,000) for a total cost of approximately $238,000.

Attachments

1. Signs Galore 2020 Durango Invoice
2. CRESTVIEW PD K8A
3. CRESTVIEW PD EQUIPMENT BREAK DOWN
4. Step One Automotive Group, LLC - State Contract

Signs Galore, Inc.
111 Hammock Rd.
Crestview, FL 32536
Ph: (850) 683-8010
FAX: (850) 689-0225
Email: billing@signsgaloreinc.com
Web: http://www.signsgaloreinc.com

Invoice #: 6475
Customer #: 1071

Order Created: 10/22/2020 1:30:00PM

PO #: 210082

Order Date: 10/22/2020 1:30:00PM | Account No.: 1071

		Created Date:	10/22/2020 1:30:00PM
Billed To:	CITY OF CRESTVIEW POLICE DEPT.	**Salesperson:**	Madison Rutledge
Contact:	Beverly Barnes, Administrative Asst.	**Email:**	madison@signsgaloreinc.com
Address:	201 Stillwell Blvd. Crestview,FL 32539	Office Phone:	(850) 683-8010
		Office Fax:	(850) 689-0225
Email:	barnesb@crestviewpd.org		
Office Phone:	(850) 682-3544 x7		
Office Fax:	(850) 682-2080		

Description: Reflective Police Graphics for Dodge Durango

		Quantity	Unit Price	Subtotal
1	**Product:** RTA Cut Vinyl (Ready To Apply) **Description:** Ready to Apply Cut Vinyl Sign • **4- 30 in x 230 in** • Vinyl Colors are **Reflective-3M 5100R Scotchlite 15" White,**	4.00	$386.05	**$1,544.20**
2	**Product:** Wide Format Prints **Description:** Wide Format Prints • **4- 45 in (H) x 90 in (W) Single Sided** Print(s) made from **3MIJ3554150** stock material	4.00	$90.40	**$361.60**
3	**Product:** Vehicle Graphic Installation **Description:** Vehicle Graphic Installation • **1-** on a • Location: In Shop: **111 Hammock Rd.** **Crestview, FL 32536** • 20 hr of Install Time.	1.00	$1,275.00	**$1,275.00**

Order Subtotal:	$3,180.80
Total Taxes:	$0.00
Total:	$3,180.80
Order Balance:	$3,180.80

Payment Terms: Balance due upon receipt.

Print Date: 10/28/2020 Tax ID:593656539

Custom Sign Specialist

FORD CRESTVIEW

FT WALTON BCH CDJR

STEP ONE AUTOMOTIVE GROUP
4060 FERDON BLVD
CRESTVIEW, FL 32536
ERIC JORE
GOVERNMENT SALES
CELL 407-234-5116
OFFICE 850-292-4580
E-MAIL
EJORE@STEPONEAUTO.COM

PROPOSAL

NAME CITY OF CRESTVIEW PD

EMAIL

ATTN

DATE 3-14-22

2021 FORD POLICE INTERCEPTOR UTILITY AWD K8A	35,192.00
3.3 V-6 ENGINE 10 SPEED AUTO TRANS	
POWER WINDOWS AND LOCKS, CRUISE CONTROL	
POWER DRIVERS SEAT, FRONT BUCKT SEATS WITH REAR VINYL	
REAR A/C	610.00
REAT CARGO LAMP	50.00
IN OP REAR COURTESY LIGHTS	25.00
DRIVERS SIDE LED SPOTLIGHT	395.00
KEYLESS ENTRY WITH 4 KEYS AND FOBS	340.00
REVERSE SENSORS	275.00
BACK UP CAMERA IN MIRROR	STD
PRE-DRILLED HEADLIGHTS AND TAILLIGHTS	60.00
15 WHITE W/ DK GREY INTERIOR	
(1 SILVER AND 1 DK GREY ALSO AVAIL)	
DELIVERY 10-15 DAYS ARO	
SUBJECT TO PRIOR SALE	
UNIT PRICE	36,947.00
DISCOUNT FOR 2021	(1000.00)
TOTAL	35,947.00
STATE CONTRACT PRICE 25-0000-21-STC	

PURCHASER ACKNOWLEDGES:
STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
Eric Jore
Government Sales

FORD CRESTVIEW

FT WALTON BCH CDJR

STEP ONE AUTOMOTIVE GROUP
4060 FERDON BLVD
CRESTVIEW, FL 32536
ERIC JORE
GOVERNMENT SALES
CELL 407-234-5116
OFFICE 850-292-4580
E-MAIL
EJORE@STEPONEAUTO.COM

PROPOSAL

NAME CITY OF CRESTVIEW
EMAIL
ATTN
DATE 3-32-22

K-9 PKG	
WHELEN LEGACY LIGHT BAR W/ ADJ MOUNT KIT	1350.00
WHELEN 100/200-WATT SCAN LOCK SELF CONTAINED SIREN/SWITCH	350.00
WHELEN 100W SPEAKER W/ BRACKET KIT	175.00
FOUR SUPER LED DUO BLUE/WHITE	400.00
TWO SOUND OFF M POWER FASCIA 4" 8-LED QK MT RED/BLUE	300.00
SOUND OFF LICENSE PLATE FRAME LED KIT W/MPOWER	20.00
WHELEN ION LINIAR DUO MT TO BRONT BUMPER EA SIDE BLUE/WT	200.00
WHELEN ION T SERIS SURFACT MT ION MT TO HATCH	225.00
WHELEN STRIPLITE DUO FLASHER BLUE/WHITE ON ROCKER PANEL	350.00
WHELEN STRIPLITE FLASHER BLUE EACH SIDE CARGO AREA	175.00
WHELEN STRIPLITE 90 DEG MT KIT	45.00
WHELEN DONINATOR TIRS MT IN REAR WINDOW W/ BRACKET	475.00
HAVIS 22" ANGLED LOW PROFILE CONSOLE	450.00
DUAL CUP HOLDERS	45.00
HAVIS BROTHER POCKET JET PRINTER MT FOR FORD PI	175.00
HAVIS ARM REST	75.00
HAIS TELESCOPING SIDE MT POLE ASSY FOR COMPUTER	150.00
HAVIS 11" SILDE OUT LOCKING SWING ARM FOR COMPUTER	275.00
HAVIS RUGGED CRADLE 11" TO 14"	225.00
AMERICAN ALUM EZ RIDER K-9 CONTAINER	2500.00
WATER DISH FOR CONTAINER	150.00
HOT POP HEAT ALARM & DOOR SYSTEM	1450.00
ACE K9 10" FAN KIT	275.00
ACE K9 H D FAN GUARD	105.00
ACE K-9 REMOTE PAGER	450.00
AMERICAN ALUM. STD KENNEL PARTITION	550.00
INSTALL	2560.00
K-9 EQUIPMENT TOTAL	13,500.00

FORD CRESTVIEW

FT WALTON BCH CDJR

STEP ONE AUTOMOTIVE GROUP
4060 FERDON BLVD
CRESTVIEW, FL 32536
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PROPOSAL

NAME CITY OF CRESTVIEW
EMAIL
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DATE 3-32-22

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HAVIS ARM REST	75.00
HAIS TELESCOPING SIDE MT POLE ASSY FOR COMPUTER	150.00
HAVIS 11" SILDE OUT LOCKING SWING ARM FOR COMPUTER	275.00
HAVIS RUGGED CRADLE 11" TO 14"	225.00
SETINA WINDOW BARS	850.00
SETINA FULL REPLACEMENT SEAT WITH CAGE	1050.00
SETINA DUAL GUN LOCK	450.00
INSTALL	2690.00
PATROL EQUIPMENT UNIT PRICE	10,500.00

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State Term Contract
No. 25100000-21-STC
For
Motor Vehicles

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **STEP ONE AUTOMOTIVE GROUP, LLC** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for one year. The Initial Contract Term shall begin on November 17, 2021. The Contract shall expire on November 16, 2022, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

a) Exhibit A, Scope of Work
b) Exhibit B, Price Sheet(s) (C.1 – C.6)
c) Exhibit C, Additional Special Contract Conditions
d) Exhibit D, Special Contract Conditions
e) Exhibit E, Price Quote Form (PQF)
f) Exhibit F, Acknowledgement of Order Form

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

IV. Contract Management.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:
Eric Jore
Step One Automotive Group, LLC
541 Mary Ester Cutoff NW., Ft. Walton Beach, FL 32548
Telephone: (407) 234-5116
Email: ejore@steponeauto.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

STEP ONE AUTOMOTIVE GROUP, LLC	**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**
DocuSigned by: Eric Jore F66209A7BDA4429...	
[Name] Eric Jore	**J. Todd Inman, Secretary**
11/10/2021 | 10:51 AM EST	
Date:	**Date:**

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

IV. Contract Management.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:
Eric Jore
Step One Automotive Group, LLC
541 Mary Ester Cutoff NW., Ft. Walton Beach, FL 32548
Telephone: (407) 234-5116
Email: ejore@steponeauto.com

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STEP ONE AUTOMOTIVE GROUP, LLC	**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**
DocuSigned by: Eric Jore F662009A7BDA4429...	
[Name] Eric Jore	**J. Todd Inman, Secretary**
11/10/2021 | 10:51 AM EST	11/15/2021
Date:	**Date:**

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

Department of MANAGEMENT SERVICES
We serve those who serve Florida

Exhibit A
Scope of Work

1. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Exhibit D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Accepted Brands – The Manufacturer(s) specified by the Department for a Representative Model.

Accessories – A subordinate or supplementary part, object, or the like, used mainly for convenience, attractiveness, safety, etc. to improve capability.

Approved Equivalent – An approved equivalent other than Accepted Brands which meets the required specifications of a Representative Model, OEM Option, Identified Aftermarket Option, Required Aftermarket Option, Accessories, Components, Features or Configurations. Equivalence is determined by the Department by comparing the Base Vehicle Specifications with the proposed equivalent specifications.

Base Vehicle Specification – Commodity specifications established by the Department, that may include vehicle size, axle configuration, class, gross vehicle weight rating (GVWR), and other information listed by the Department herein, which identifies the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a Manufacturer on their standard base version of the Commodity.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Component, Feature or Configuration – An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, Representative Model, OEM Option, Required Aftermarket Option, or Identified Aftermarket Option.

Contract – The written agreement between the Department and the Contractor resulting from ITB No. 21-25100000.

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Contractor – A Vendor that enters into a Contract with the Department. A Contractor can be a Manufacturer or Dealer.

Customer – A State Agency or Eligible User.

Dealer – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options from the Manufacturer. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

Department – The Department of Management Services, a State Agency.

EPA/Industry Class – The U.S. Environmental Protection Agency's categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (Cu. Ft.). The size class for trucks is defined by the gross vehicle weight rating (GVWR), which is the weight of the vehicle and carrying capacity.

Free on Board (FOB) Destination – A shipping arrangement as defined in section 672.319(1)(b), Florida Statutes.

Gross Vehicle Weight Rating (GVWR) – The combined weight of vehicle and its payload capacity.

Group – A collection of Base Vehicle Specifications, as described in this Scope of Work, and Exhibit B, Price Sheets (C.1 – C.6).

Identified Aftermarket Option – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Representative Model by the awarded Contractor.

Manufacturer/Brand – The original producer or provider of Representative Models or Options which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with "Brand".

Manufacturer's Last Order Date – The final date on which the Manufacturer stops producing the model year of a Representative Model which meets the requirements, specifications, terms, and conditions of the Contract.

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, catalog price, distributor price, published price, or other usual customary pricing that would be paid by the purchaser for specific Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and contractual services without benefit of a Contract, if awarded. MSRPs are formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. If two or more prices fit this definition for a pertinent Commodity, equipment model or contractual service, the Bidder will supply the lowest price as the MSRP.

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MSRP Credit – The MSRP price of the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature, or configuration that is deducted from the Representative Model price paid by the Customer if the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature or configuration is removed from the vehicle.

MSRP List – A collection of MSRPs and related information broken down by specific Representative Models and their associated OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the Contract, if awarded:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data Carbook Pro Fleet Edition.

MSRP Sheet – The MSRP Sheet provides the MSRP and specification(s) for the Representative Model(s) bid. Also known as a Build Sheet.

Net Price – The final price after applying all discounts and credits.

Original Equipment Manufacturer (OEM) – The original producer of a Commodity and/or service.

OEM Option – A motor vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Representative Model, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the standard equipment by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

Replacement Part(s) – A Manufacturer's new and unused component substituted to replace a defective, damaged, non-compliant, non-compatible, or recalled Commodity.

Representative Model – A Department specified Motor Vehicle, that may include Manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein which meets the requirements, specifications, terms, and conditions herein, and may include components, features, or configurations different than those provided by a Manufacturer, port, and Dealer on their standard version of the Commodity. Also known as Standard Model or Vehicle, Representative Vehicle, Motor Vehicle, Base Vehicle, or Vehicle.

Required Aftermarket Option – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to the Representative Model by the awarded Contractor.

State – The State of Florida.

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Sub-Group – A specific series of vehicles within a Group which are described in the Scope of Work section and linked documents therein.

Vendor – An entity providing Motor Vehicles. Also known as Manufacturers or Dealers.

2. Purpose

To provide Customers the ability to acquire new and unused Motor Vehicles. Contractors shall provide Motor Vehicles and applicable OEM Options, Identified Aftermarket Options and Required Aftermarket Options in accordance with the specifications contained herein. The Motor Vehicle Commodities offered under the Contract shall be classified under six Groups and 22 Sub-Groups, which are listed and described as follows:

Group No.	Group/Sub-Group	UNSPSC	Specification
1	**POLICE VEHICLES**	25101702	
	Sub-Group A: POLICE PURSUIT AUTOMOBILE, MARKED		Specification
	Sub-Group B: POLICE PURSUIT AUTOMOBILE, UNMARKED		Specification
	Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD		Specification
	Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE (“AWD”)]		Specification
	Sub-Group E: POLICE/SPECIAL SERVICE TRUCK, UNDER ONE TON, PICKUP, 2WD		Specification
	Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER ONE TON, PICKUP, 4WD [INCLUDING ALL WHEEL DRIVE (“AWD”)]		Specification
	Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD		Specification
2	**AUTOMOBILES OR CARS**	25101503	
	Sub-Group A: AUTOMOBILE		Specification
3	**MINIVANS OR VANS**	25101505	
	Sub-Group A: VAN, PASSENGER		Specification
	Sub-Group B: VAN, CARGO		Specification
	Sub-Group C: VAN, CUTAWAY, 2WD		Specification
4	**LIGHT TRUCKS OR SPORT UTILITY VEHICLES**	25101507	
	Sub-Group A: SPORT UTILITY VEHICLE, 2WD		Specification
	Sub-Group B: SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE (“AWD”)]		Specification
	Sub-Group C: TRUCK, UNDER ONE TON, PICKUP, 2WD		Specification
	Sub-Group D: TRUCK, UNDER ONE TON, PICKUP, 4WD		Specification
	Sub-Group E: TRUCK, ONE TON, PICKUP, 2WD		Specification
	Sub-Group F: TRUCK, ONE TON, PICKUP, 4WD		Specification
	Sub-Group G: TRUCK, ONE TON, CHASSIS-CAB, 2WD		Specification
	Sub-Group H: TRUCK, ONE TON, CHASSIS-CAB, 4WD		Specification
5	**PRODUCT AND MATERIAL TRANSPORT VEHICLES**	25101600	
	Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD		Specification

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	Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD		Specification
6	**LOW SPEED VEHICLES OR NEIGHBORHOOD ELECTRIC VEHICLES**	**25101500**	
	Sub-Group A: LOW SPEED VEHICLE (LSV) OR NEIGHBORHOOD ELECTRIC VEHICLE (NEV)		Specification

The Contract is intended to cover only those Motor Vehicles generally used by the State of Florida as listed and described herein, and does not include all varieties of Motor Vehicles that are commercially available. The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract.

3. Commodity Specifications and Standards

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department, including the known needs of Customers. Identified Aftermarket Options and Required Aftermarket Options listed in Exhibit B, Price Sheets (C.1 – C.6) were created based on known Customer needs and the respective Manufacturer's data. The Contract specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's Contract specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

The Contractor shall ensure that all Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

a. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service per the Scope of Work;

b. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;

c. All Commodities shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;

d. All Commodities shall include all Option standard features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current standard procedures, requirements, and specifications;

e. All Commodities shall meet the Automatic Air Brake Drain System Specifications;

f. All Commodities shall be free of damage, defect, and rust which may affect appearance, operability, functionality, or serviceability;

g. All Commodities shall comply with current legal, customary, reasonable, and professional standards of the motor vehicle and mobile equipment industry;

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h. All Commodities shall comply with current mandatory and applicable federal and State of Florida Motor Vehicles requirements including, but not limited to, all legal, safety, and environmental standards and requirements; and

i. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, Replacement Parts and their components. Commodity Manufacturer's advertising or identification (name, model, logos, etc.) is permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and Contract termination.

4. Options (OEM, Required Aftermarket, and Identified Aftermarket), Component, Feature or Configuration

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified Manufacturer of the Commodity provided. Where a Representative Model is specified for an Option Component, Feature or Configuration, only the specified Representative Model may be offered and provided. All OEM Options, Component, Feature or Configuration, either Manufacturer, Port or Dealer installed, must be new and meet the requirements, specifications, terms, and conditions herein, and are subject to prior Customer approval. All OEM Options, Identified Aftermarket Options, Component, Feature or Configuration of the Representative Model, as specified by the Department and ordered by the Customer, shall be fully assembled and installed by the Manufacturer, except as follows:

4.1 If the Option, Component, Feature or Configuration is specified as a port installed Option or Dealer installed Option by the Manufacturer; or

4.2 If the Option, Component, Feature or Configuration is not available from the Manufacturer, the Option, Component, Feature or Configuration may be assembled by its respective Manufacturer and installed by the Contractor.

5. Luxury or Sport Vehicles or Features

Unless otherwise indicated within the individual Representative Model, OEM Option, Required Aftermarket Option or Identified Aftermarket Option specification, no luxury or sports features will be considered or permitted. The Department, in its sole discretion, shall determine what is a luxury or sport feature. To date, the Department has determined: luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

5.1 Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW, Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Koenigsegg, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz, Pagani, Porsche, Rolls-Royce, Spyker, Tesla and Volvo.

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5.2 Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

5.3 Leather upholstery (seats or interior), sunroofs, and moon roofs.

6. Installation

When installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, as specified in the Charges and Fees section. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location. The Contractor shall protect the installation site from damage and shall repair any equipment damages caused during installation. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on the installation site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

6.1 Body Transfer and 3rd Party Body Installations

In the event the Customer chooses to purchase or supply a cab and chassis, or cutaway van separately, the Contractor must facilitate obtaining the required Manufacturer Certified Certificate, perform Manufacturer required pre-delivery inspection and ensure all proper tag and title documents are present during the inspection and delivery pursuant to Florida license requirements. The Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Option(s), which are subject to the Department's approval. The Department reserves the right to reject an installation charge if, within the Department's sole discretion, the proposed installation charge does not align with standard market prices. The Manufacturer must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the Representative Model's price; however, an additional cost may occur for installation by the Contractor or body upfitter. The installation cost may vary due to the body configuration, however the installation price shall be included on the Price Quote Form (PQF) from the Contractor.

7. Full-Service Repair Facilities

The Contractor shall maintain at least one factory-authorized service station or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term at no additional cost to Customer(s) or the Department. The Contractor shall promptly notify the Department in writing of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor will list this additional service as a separate item on the invoice.

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8. Federal and State Standards
It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. It is the intent of the Department that the Contractor(s) comply with all applicable federal and State of Florida regulations regarding the Commodities and contractual services' specifications, safety, and environmental requirements, including any legislation or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Contractor(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of commodities and contractual services provided. If an apparent conflict exists, the Contractor, regardless of whether it's the Manufacturer or Dealer, shall contact the Department's Contract Manager in writing no later than 24 hours after identification of the conflict.

9. Acceptable Publications
The Customer may request, and the Contractor shall provide, within three Business Days of any request, acceptable and supporting information or documentation relative to its product. Acceptable and supporting information or documentation includes, but is not limited to:

1. Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or a Department approved equivalent),.
2. MSRP list. The MSRP and MSRP list may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the contract (see definition, MSRP).
3. Manufacturer's Standard Warranties;
4. Autodata, Inc. d/b/a Chrome Data's PC Carbook applications, PC Carbook Plus, and Carbook Pro Fleet Edition; and
5. The Manufacturer's official fleet or retail websites.

During the term of the Contract, the Contractor shall supply printed sales literature and technical information to Customers upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's web site. If the literature and information is available on the Contractor's web site, the Contractor shall direct the requesting Customer to its specific website location.

10. Testing
Samples of delivered Commodities and contacted services may be selected at random by the Department or Customers and tested for compliance with the requirements, specifications, terms, and conditions.

11. Warranty
The Manufacturer's standard warranty shall cover all Commodities and contractual services offered through the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any Federal, state or local governments. The Manufacturer's standard warranty shall be in effect for a minimum term of one year from the Customer's acceptance, as specified in the "Final Inspection and Acceptance" section, and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms, and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions. Customers shall contact the Dealer or Manufacturer regarding the Manufacturer standard warranty terms and conditions.

12. Recall(s)

In the event there is a recall of any of the Commodities, including but not limited to, any of its components or any other parts therein, ("Vehicle Recall"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer reasonable assistance in locating and recovering any equipment or recalled equipment that are not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective recalled equipment are rectified, replaced and destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to recalled equipment shall be at Contractor's own expense.

13. Manufacturer's Last Order Date Notification, Production Schedule Notification, and Representative Model Replacement

The Contractor shall provide notification of a Manufacturer's Last Order Date by email to the Department's Contract Manager no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer gives less than 30 calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify, by email or telephone, the Department's Contract Manager no later than the next Business Day following Contractor receiving notice of the Last Order Date from the Manufacturer. When available, the Contractor shall immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one Business Day. Upon receipt of a purchase order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with the Manufacturer's Last Order Date by telephone and include the Manufacturer's Last Order Date in the completed Acknowledgement of Order Form provided to Customer in accordance with Acknowledgement of Order section. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. Upon receipt of the required telephone notification or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, the Customer may cancel the purchase order without penalty, or maintain the purchase order knowledgeable of the risk of potential non-delivery without

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recourse. Upon receipt of the required telephone notification or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all purchase orders received by the Contractor and maintained by the Customer after a Manufacturer's Last Order Date shall be subject to awarded Commodity availability.

After the Manufacturer's Last Order Date, the Contractor may provide the new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions.

If the Contractor wishes to replace any awarded Representative Model with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor shall submit the price/model update in the format requested by the Department's Contract Manager. The proposed replacement must be comparable to the awarded Representative Model and must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the intended replacement offered must be equal to or less than the current Contract Price for the awarded Vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the Vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract term, price updates shall be submitted in accordance with the Section 25, Price Adjustments. The Contractor shall provide the Department with any documents requested by the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether accept or reject the proposed replacement vehicle offered. If the Department rejects the proposed replacement offered, or if there is no intended replacement offered for an awarded Vehicle that is no longer available, the Department may, at its sole discretion, remove the Vehicle from the Contract.

In the event that a Representative Model is no longer available, the Contractor shall be responsible for notifying the Department's Contract Manager in writing no later than seven calendar days after the Contractor becomes aware of the unavailability.

14. Vehicle Needs

All State Agencies shall comply with section 287.151, F.S. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Exhibit E, Price Quote Form (PQF). The Customer is encouraged to seek more than one quote from the identified awarded Contractors of the Vehicle, where available.

15. Price Quotes

The Contractor prepares and submits to the Customer a price quote for the requested Vehicle(s) using the Exhibit E, Price Quote Form (PQF). All requested Representative Model(s), OEM Options and OEM Options Discount(s), Identified Aftermarket Options and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured shall not exceed the current MSRP at the time of verification by the Department. The price quoted for the Representative Model(s) and OEM Options, OEM Options Discount, Identified Aftermarket Options and Required

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Aftermarket Options shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's quote request. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

16. Department Approval (State Agency Only)
After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete the MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment Form, which is available at:

https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment

The Customer shall submit a completed MSRP List and MP6301 Form, along with the PQF completed by the Contractor, to the Department's Bureau of Fleet Management for approval.

17. Purchase Order (State Agency Only)
Upon Department approval of a State Agency request, the Customer shall process a purchase order using normal purchasing processes. The purchase order will include a copy of the Department approved Exhibit E, PQF, and accompanying MSRP List with any submitted requisition. All orders submitted by Customers of the Contract shall be placed using a purchase order. Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a purchase order:

17.1 Customers may only place, and Contractors shall only accept, purchase orders for Vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the purchase order, for each Vehicle ordered:

17.1.1 Customer name and their contact information;

17.1.2 Contractor Information from the Ordering Instructions;

17.1.3 State Term Contract Number and Name;

17.1.4 Representative Model Information; Commodity Code and Line Number, standard description, and price; Paint/finish color if other than the standard white (or other standard color if white is not available from the Manufacturer); Option Information (if applicable, individually listed): Manufacturer's Option Code and Description, Option MSRP, Option Discount, and Option Net Price or Option MSRP Credit (as applicable, per the Ceiling Prices Section and the Charges and Fees Section). State Agencies must include a copy of the applicable Exhibit E, PQF, and accompanying MSRP List with any submitted requisition;

17.1.5 Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices section and the Charges and Fees section];

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

17.1.6 Identified Aftermarket Option Information (if applicable, individually listed); Identified Aftermarket Option Description and Identified Aftermarket Option Price [per the Ceiling Prices Section and the Charges and Fees section];

17.1.7 Non-Identified Aftermarket Options not procured under the Contract shall be separately itemized on the PQF and the purchase order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;

17.1.8 New License Plate Fee (if applicable, per Commodities Title and Registration section);

17.1.9 Any Customer special instructions, requirements, specifications, terms, and conditions; and

17.1.10 The total cost for the Representative Model, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

17.2 The Contractor shall place an order with the Manufacturer(s), within seven calendar days of receipt of the purchase order, unless the Contractor has the ordered Representative Model in their possession that meets the Customer's purchase order requirements. All orders placed with the Manufacturer(s) shall be made in full compliance with the requirements, specifications, terms, and conditions herein.

17.3 The Contractor shall honor all purchase orders received during the Contract period and which are received prior to the Manufacturer's Last Order Date for Commodities the Contractor is currently awarded. Purchase orders are deemed received upon delivery. This may allow for the provision of the next new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract prices, discounts, requirements, terms, and conditions.

17.4 The Contractor, from receipt of the purchase order until delivery is made to the Customer, shall promptly notify the Customer of any potential delivery delays. Additionally, the Contractor must promptly advise the Customer if their order may not be delivered prior to the end of the Customer's Fiscal Year (State Agency's Fiscal Year ends June 30). Note: Evidence of intentional delays in delivery may be cause for default proceedings and Contract termination.

18. Acknowledgement of Order

For each order, the Contractor shall email the ordering Customer with a fully completed Exhibit F, Acknowledgement of Order Form, within five Business Days of receiving the Customer's purchase order. The Contractor must use the Acknowledgment of Order Form and shall not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed the Contractor's acceptance of the order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

19. Accept Order

The Contractor shall deliver the awarded Vehicle(s) and equipment listed on the purchase order in accordance with the prices, discounts, requirements, specifications, terms, and conditions of the Contract and purchase order. The Contractor must email the fully completed Exhibit F, Acknowledgement of Order Form, to the Customer within five Business Days from the date the Contractor receives the purchase order. Failure of the Contractor to provide the Customer the Acknowledgement of Order Form within five Business Days from the date the Contractor received the purchase order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the vehicle which meets the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered Vehicle. If a new model year of the awarded Commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered Vehicle.

The Contractor's proposed substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Exhibit F, Acknowledgement of Order Form:

19.1 The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;

19.2 The Manufacturers' order confirmation, unless the Contractor has the Representative Model which conforms with the Customer's purchase order in stock;

19.3 The OEM, Identified Aftermarket Options, and Required Aftermarket Option(s) in the Contractor's possession, if applicable; and

19.4 The Manufacturer's associated production schedule;

19.5 The Manufacturer's Last Order date and the date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Notification, and Representative Model Replacement section listed in the Scope of Work.

Submission of the Exhibit F, Acknowledgement of Order Form, is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

The Contractor's failure to submit completed Acknowledgement of Order forms to the ordering Customers may be cause for default proceedings and Contract termination.

20. Transportation and Delivery

In conjunction with the Ceiling Prices section listed in the Scope of Work, Representative Model and OEM Options net prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of goods shall be Free on Board (FOB) Destination to any location statewide as follows:

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1. Equipment not in stock or unavailable from a Manufacturer at time of order must be delivered within 120 calendar days after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 120-calendar day timeframe, the Department's Contract Manager must be notified immediately by the Contractor and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.

2. Equipment in stock must be delivered within 14 calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options or accessories shall be delivered within 30 calendar days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded new, unused Vehicle(s) is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of 24 hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) during Business Days unless previously arranged and approved by the Customer in writing.

Deliveries of awarded new Vehicles are made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled vehicle with less than 250 odometer miles at delivery, the self-propelled vehicle may, with the Customer's prior approval, be driven to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than 250 odometer miles at delivery may be rejected, or $0.50 per mile in excess of 250 odometer miles may be deducted from the invoice and payment owed to Contractor. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) and is responsible for delivering an ordered Vehicle that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s), motor(s), and drive(s) to proper operating condition(s);
4. Inflate tires (including any spares) to proper pressures;
5. Check to ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
7. Ensure that the Vehicle is completely assembled (unless otherwise noted in the specification) including but not limited to, the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable) and thoroughly tested and ready for operation upon Delivery.

All Vehicles shall be delivered with each of the following applicable documents completed and included:

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1. Copy of the Manufacturer's Pre-Delivery Inspection (PDI) form, which meets or exceeds the requirements herein;
2. Copy of the ordering Customer's purchase order;
3. Copy of the applicable Contract specification(s) and Contractor's current Price Sheet(s) (C.1 – C.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options, Non-Identified Aftermarket Options and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the Vehicle and instead provided with the documents listed herein;
6. Manufacturer's certificate of origin, if applicable;
7. Manufacturer's operator manual, and (if not included in the operator manual) one copy of the Manufacturer's lubrication and maintenance instructions;
8. Copy of the Manufacturer's standard warranty certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary tag and 20-day extension tag, if applicable; and
11. DHSMV 82040, Application for Certificate of Title and vehicle registration, if applicable.

Deliveries that do not include all above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customer may be cause for default proceedings and Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

21. Inspection and Acceptance

Section 6.4, Inspection and Acceptance of Commodities, of Exhibit D, Special Contract Conditions, is supplemented by adding the following:

The Customer, within five Business Days of delivery, should inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered, contract prices, discounts, requirements, specifications, Customer order, and Manufacturer's MSRP Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer Order. Additionally, the Customer should inspect the Commodity for any physical damage. The Contractor is obligated to correct any errors or damage to the Commodity at no cost to the Customer, including providing Replacement Parts. Failure by the Customer to discover an error in the Commodity shall not relieve the Contractor from its obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

Inspection and acceptance shall be the Customer's responsibility and occurs at the location of the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until the Commodity is accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

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- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming above information in writing within 15 Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance of the Commodity and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required Customer-approved, corrective action.

If the Commodity requires service or adjustments as part of the Customer-approved identified corrective action(s), the Contractor shall either correct the issue or be responsible for reimbursing the Manufacturer's local service dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory, and the Commodity is re-delivered in acceptable condition. All costs of transportation and delivery incurred for initial delivery and any re-deliveries due to non-Customer error or Commodity damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

22. Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodity(ies) supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that the Representative Model, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor are fully compatible with each other. The Contractor's acceptance of the Customer's purchase order shall indicate that the Contractor agrees to deliver Commodity(ies) that are fully compliant and compatible with the purchase order requirements, specifications, terms, and conditions.

In the event any ordered Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Vehicle's respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to do one of the following:

- Install or repair at its own cost the Representative Model, Options, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Vehicle's respective features, equipment, and components;

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- Replace at its own cost the Representative Model, Options, and the Vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, Options, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options to the Customer.

Any changes necessary after the delivery of the Commodity / Commodities that are required to bring a Commodity / Commodities into compliance or compatibility due to an incorrect order fulfillment by the Contractor are to be accomplished at the Contractor's expense.

23. Commodities Title and Registration
Contractor shall title and register Vehicles delivered under the Contract for the Customer in accordance with Florida Law, including Chapters 319 and 320, F.S. The Contractor shall provide any necessary form(s) that must be signed by an authorized representative of the Customer with the awarded Commodity(ies) at delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Customer within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by law to obtain title and registration for the Vehicle independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order Form. However, the Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide the Customer any documents necessary for the Customer to do so at the time of delivery.

The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

For applicable awarded Commodities, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation, and a new license plate fee is included on the purchase order.
- The Customer's purchase order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a Customer point of contact including the person's name, title, and telephone number should there be any questions.

24. Deletions
During the Contract Term, the Department reserves the right to delete Commodities, including but not limited to, Groups, Manufacturers or brand names, Representative Models, from this agreement by removing them from Exhibit B, Price Sheet(s) (C.1 – C.6). Commodities may be removed at the sole discretion of the Department.

25. Price Adjustment
Prices may be adjusted with the Manufacturer's introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and Identified Aftermarket Options awarded to the Contractor. All requests must be submitted by the Contractor to the Department's Contract Manager between September 1 and October 31 of each year. All

price adjustments shall be based on the average percent change (up or down) in the Producer Price Index (PPI) for the applicable Series ID shown below between the months of September and October for the prior five years. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at http://www.bls.gov/data/.

Groups	Series ID	Product
Group 1, Sub-Groups A and B; and Group 2	3361103361101	Passenger cars and chassis
Group 1, Sub-Group G	3369913369913	Motorcycles, including three-wheel motorbikes, motor scooters, mopeds, and parts
Group 1, Sub-Groups C, D, E, and F; Group 3; Group 4; and Group 5	3361103361102	Trucks, truck tractors, & bus chassis 14,000 lb or less. Incl. minivans, & suvs
Group 6	3369993369991	Self-propelled golf carts and industrial in-plant personnel carriers and parts

When requesting a price adjustment, the Contractor must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested price adjustment for a particular Vehicle may not exceed the average percent change in the PPI between the months of September and October for the prior five years. Price increases shall not exceed the average percent change in PPI for the prior five years or three percent, whichever is less.

Average Percent Change Example:

Passenger cars and chassis (Series ID 3361103361101):

Year	Sep	Oct	% Change
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
2019	133.7	135.0	0.97%
2020	133.3	134.8	1.13%
Five-Year Average			**1.65%**

Price Adjustment Methodology:

$$C + (C \times P) = X$$

Where:
C = Current year model Base Vehicle Price
P = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 1.65% = 0.0165).
X = New year model adjusted price

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Price Adjustment Example:

$$\$20{,}000 + (\$20{,}000 \times 0.0165) = \$20{,}330$$

For any price adjustment exception which exceeds the average percent change in PPI between the months of September and October for the prior five years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and supporting documentation detailing substantial model improvements which provide additional value to the State. Price adjustment exceptions will be calculated by applying the same percentage discount off MSRP as submitted in original bid.

Price Adjustment Exception Methodology:

$$N - \left(N \times \left(\frac{(M - B)}{M}\right)\right) = X$$

Where:
B = Current year model Base Vehicle Price bid
M = Current year model MSRP
N = New year model MSRP
X = New year model adjusted price

Price Adjustment Exception Example:

$$\$22{,}499 - \left(\$22{,}499 \times \left(\frac{(\$21{,}999 - \$20{,}000)}{\$21{,}999}\right)\right) = \$20{,}454.57$$

The Department reserves the exclusive right to approve or deny any price adjustment request. Price adjustments will be reviewed separately and accepted or rejected ono an individual basis. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. A price adjustment does not constitute a change to the Contract requiring an amendment executed by both Parties. After the Department approves or denies a price adjustment, the Department will provide in a written communication to the Contractor. Price adjustments may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

26. Ceiling Prices
The Representative Model Price for each Representative Model listed in the Contractor's submitted Price Sheet(s) (C.1 – C.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Contractor's submitted Price Sheet(s) (C.1 – C.6) shall be the minimum discount applied to OEM Options.

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26.1 Charges and Fees

In addition to total profit, the ceiling prices established for the Representative Model price, OEM Options Net Prices (after the Option Discount is applied to the MSRP), the Required Aftermarket Option Prices and the Identified Aftermarket Option Prices bid are inclusive of all charges and fees, including but not limited to, the following:

1. Administrative;
2. Environmental;
3. Title Application and Registration;
4. License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State of Florida;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes;
14. Profit; and
15. Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

27. OEM Options Discount

The discount percentage, listed for the Representative Model's OEM Options, shall be the minimum discount percentage applied off the current MSRP (Price, not MSRP Credit) for OEM Options during the Contract period. If an OEM Option has a positive MSRP (e.g., $1.00), then the OEM Option Discount (e.g., 10%) will provide a lower OEM Option Net Price for the individual OEM Option (e.g., $1.00 MSRP x (1-10% OEM Options Discount)] = $0.90 OEM Option Net Price); OEM Option's Net Prices shall be rounded to the nearest whole cent. OEM Option's MSRP Credits will be stated as the MSRP list price, with the OEM Option Discount applied. The OEM Option's discount percentage does not apply to the OEM Options listed on the pricing sheets and shall only be applied to upgrades made to the Representative Model specifications based on performance needs.

28. Contractor's Use of Dealers

The Contractor may engage Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers provide Customers with the authorized Commodities and pricing listed in the Price Sheet(s). The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

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29. Performance Qualifications
The Department reserves the right to investigate or inspect at any time whether the Commodities, qualifications, or facilities offered by Contractor meet the Contract requirements. The Contractor shall at all times during the Contract term remain responsive and responsible. In determining Contractor's responsibility as a Contractor, the Department shall consider all information or evidence which is gathered or comes to the attention of the Department and demonstrates the Contractor's capability to fully satisfy the requirements of the Contract.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

30. Approved Equivalents
During the Contract term, if a Customer orders a component, feature, or configuration of a Representative Model which is not available, the Contractor may propose an alternative, equivalent product to fulfill the order requirements. The Contractor shall submit a detailed description, including a correlating product analysis, and any other requested documents to the Department for review.

31. Contract Reporting
The Contractor shall report information on orders received from Customers associated with this Contract. No revised MSRP lists, or price adjustments will be considered for any Contractor who has outstanding reports, or any other documentation required under the Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State's Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with section 3.2.2. of the Special Contract Conditions)	Annual	Contract Anniversary Date

32. MFMP Transaction Fee Report
The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee & Reporting section and Training for Vendors section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

33. Quarterly Sales Reports
The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within 30 calendar days after close of each quarter. The quarterly sales report can be found here at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result default proceedings and Contract termination. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period
Quarter 2 – (October-December) – due 30 calendar days after the close of the period
Quarter 3 – (January-March) – due 30 calendar days after the close of the period
Quarter 4 – (April-June) due 30 calendar days after the close of the period

34. Diversity Report
The Contractor shall report to each Customer its spending with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

35. Ad Hoc Reports
The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

36. Business Review Meetings
In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Review of successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

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37. Financial Consequences

Deliverable	Performance Metric	Performance Due Date	Daily Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely provide accurate Price Quote Forms to Customers	All Price Quote Forms will be timely provided to Customers with accurate information	PQFs are due within two business days following Customer request	$250 per inaccurate or untimely Price Quote Form
Contractor will adhere to the Manufacturer's Last Order Date Notification, Production Schedule Notification, and Representative Model Replacement section of the SOW	The Contractor shall adhere to the Manufacturer's Last Order Date notification requirement	Notice will be provided pursuant to the SOW and no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date	$250 per Calendar Day late/not received by the Contract Manager
Contractor will adhere to the Manufacturer's Last Order Date Notification, Production Schedule Notification, and Representative Model Replacement section of the SOW	The Contractor shall adhere to the Production Schedule notification requirement	Notice will be provided pursuant to the SOW and within one Business Day of a production schedule change	$50 per Calendar Day late/not received by the Contract Manager
Contractor will timely provide Diversity Report (submitted to the Customer)	Timely provide Diversity Report	Report will be provided no later than 10 Business Days after the end of the State fiscal year	$250 per Calendar Day late/not received by the Contract Manager

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Ad hoc report(s)	Provide ad hoc reports as requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor	$250 per occurrence

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

No favorable action will be considered for any Contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

38. MSRP List

Prior to Contract execution and during the life of the Contract, the Contractor shall submit a current and complete MSRP List for each awarded Representative Model, which shall include the MSRP for the Representative Model, OEM Options, Required Aftermarket Options and the Identified Aftermarket Options. The MSRP List is subject to the Department's approval. The MSRP List shall include the following: Manufacturer's Model Number, Manufacturer's Item Description, and MSRP. Include a cover page, which shall list the applicable Group and Sub-Group, Manufacturer/Brand, Representative Model(s), and MSRP List date. The Department will verify MSRPs and, if a Contractor's pricing differs from the published MSRPs, determine any adjustments allowed or necessary for reconciliation. The Contractor shall be responsible for removing all non-eligible and unacceptable commodities under the Contract from the Contractor's MSRP List.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

Exhibit C
ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions. The following subsections of the Special Contract Conditions referenced below are replaced in their entirety:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the

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Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

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13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions. The following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

Exhibit D

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION. 2

SECTION 2. CONTRACT TERM AND TERMINATION. 2

SECTION 3. PAYMENT AND FEES. 3

SECTION 4. CONTRACT MANAGEMENT. 4

SECTION 5. COMPLIANCE WITH LAWS. 6

SECTION 6. MISCELLANEOUS. 7

SECTION 7. LIABILITY AND INSURANCE 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY 10

SECTION 9. DATA SECURITY. 12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS. 13

SECTION 11. CONTRACT MONITORING. 14

SECTION 12. CONTRACT AUDITS. 15

SECTION 13. BACKGROUND SCREENING AND SECURITY. 16

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM 17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

CITY OF CRESTVIEW Item # 6.2.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Kyle Lusk
DATE:	3/25/2022
SUBJECT:	WWTP Solids Handling Change Order #1 and Notice to Proceed

BACKGROUND:

The City Council approved the WWTP Solids Handling Project on 6/28/2021. However, the funding had not been procured so the project was delayed.

DISCUSSION:

The delay between the Notice of Award and Notice to Proceed (NOP) is the primary reason for Change Order #1.

This Change Order is to cover the increase in material cost as well as the additional costs insured by having the project qualify for the new state revolving loan funding (SRF) source. The SRF funding requires Davis Bacon Wage Rates and American Iron and Steel materials, which add costs to the procurement and documentation for labor and materials.

The original bid amount in June 2021 was $4,473,000.00. Change Order #1 is for $566,103.68 of which $117,498.39 is related to the requirements of the SRF. This brings the total cost of the project to $5,039,103.68. Currently, the contract time has not started. If approved, the NOP can be given on 3/29/22 and the new digesters can be operational by December. A detailed schedule will be provided once Change Order #1 is approved and the NOP is given.

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

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

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The original bid amount in June, 2021 was $4,473,000.00 and the total current cost of the project is $5,039,103.68. The source of funding will be a State Revolving Loan (SRF).

RECOMMENDED ACTION

Staff requests a motion to approve the Change Order to prevent any further delays to the project.

Attachments

1. SKM_C45822032311130

SAWCROSS
Contractors & Engineers
10970 NEW BERLIN ROAD JACKSONVILLE, FL 32226-2270
904-751-7500 (VOICE) 904-751-0600 (FAX) WWW.SAWCROSS.COM (WEB)

February 8, 2022

Mr. Scott Jernigan,P.E.
Jacobs Engineering
25 W. Cedar Street
Pensacola, FL 32502

Subject: **Cost Increase associated with Davis Bacon Wage Rates and AIS Compliance**

Dear Mr. Jernigan:
The following is intended to summarize the cost increase of labor and materials to comply with the American Iron & Steel and Davis Bacon Wage Rate requirements associated with SRF funding. There is a breakdown listing all vendors impacted and their pricing, followed by documentation from each.

Given that the City of Crestview does not currently have confirmation of the SRF Funding, we need to reiterate that this cost will apply for any materials ordered or work that is completed in the meantime, regardless of loan approval.

Sincerely,

Justin Hanson
Project Manager

AIS and Davis Bacon Wages Price Increases		
1. Sawcross labor w/Davis Bacon	$21,000.00	
2. DeZurik Plug Valves - AIS	$4,525.00	
3. Ductlie Iron Pipe and Fittings - AIS	$44,994.11	
4. RW Gate Co. Valves - AIS	$1,000.00	
5. CROM - Davis Bacon Wages	$8,790.00	$ 26,790.00
6. Moody's Electric - Davis Bacon	$6,676.10	
7. Cardinal Building Systems - AIS & Davis Bacon	$16,681.00	$ -(20,640.02)
8. American Eagle Fencing - AIS & Davis Bacon	$12,457.05	
9. Light Moon - AIS & Davis Bacon	$6,700.00	
Subtotal	**122,823.26**	
Tax on items No. 2-4	$3,031.15	
Total	**125,854.41**	

10. C2i	$10,965	
Subtotal	$114,467.24	
Tax on items No. 2-4	$3,031.15	
Total	$117,498.39	

CHANGE ORDER #01

Bid Escalation Subtotal (Previously Approved)	$448,605.27
AIS and DB WR Increase Subtotal	$117,498.39
Total	**$566,103.68**

Bid Escalation Cost Increase

Subcontractor - Supplier	Price at Bid	Updated Price	Increase	Comments
The Eshelman Company - Equipment	$397,981.00	$455,771.00	$57,790.00	Can save 8% increase if ordered before 1/17/22
C2i - Instrumentation and Controls	$50,000.00	$51,000.00	$1,000.00	
Light Moon, LLC - Concrete Sub	$289,900.00	$304,500.00	$14,600.00	
Cardinal Building Systems - Metal Building sub	$271,675.00	$376,603.00	$104,928.00	Can save 11% increase if ordered before 1/9/22
Aqua-Aerobic Systems, Inc. - Equipment	$73,000.00	$75,723.00	$2,723.00	
Eco-Tech - Alfa Laval BFP	$399,000.00	$422,940.00	$23,940.00	
Hill Dock & Door - Cornell Cookson Overhead Doors	$39,208.00	$59,607.28	$20,399.28	
Crom - (2) 250,000-Gal Digester Tanks	$589,000.00	$657,600.00	$68,600.00	
Moody's Electric, Inc. - Electrical Sub	$666,190.00	$697,102.00	$30,912.00	
Markair - Supply & Exhaust Fans	$13,340.00	$15,662.00	$2,322.00	
Stan Weaver - Electric Heaters and Air Distribution	$7,320.00	$8,425.00	$1,105.00	
Dothan Commercial Door	$8,267.00	$8,602.00	$335.00	
RFE Construction	$58,676.25	$66,115.25	$7,439.00	
General conditions and labor increases	$334,000.00	$364,060.00	$30,060.00	
Pipe, valves and fitttings	$249,653.00	$272,122.00	$22,469.00	
Subtotal			$388,622.28	
Sales Tax on Materials Only	7.00%		$15,162.84	
Subtotal			$403,785.12	
Overhead and Profit			$40,378.51	
Subtotal			$444,163.63	
Bond			$4,441.64	
Total Escalation Increase			$448,605.27	

CITY OF CRESTVIEW

Item # 6.3.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Kyle Lusk
DATE:	3/25/2022
SUBJECT:	Emergency Purchase - Well # 4 Pump Replacement

BACKGROUND:

Well #4 is located to the east of Southside School.

DISCUSSION:

The right angle drive bearings for the turbine pump failed and the well stopped producing. Well #4 usually pumps between 300,000 and 500,000 gallons per day. A new column pipe, lineshaft, bearings and gear drive (rebuilt) were installed to bring the well back into operation.
This job was a priority since well #4 is one of the better producing wells, and necessary for a reliable public drinking water source.
The total cost of the repair was $59,428. (Materials - $32,883 / Labor and equipment - $26,545).

An emergency purchase requisition was approved by the City Manager. As stated in the City's purchasing policy, "an Emergency is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business". Also, as stated in the purchasing policy, "the City Manager may approve emergency purchases for amounts exceeding $25,000 but must report them to the City Council as soon as practical".

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Infrastructure- Satisfy current and future infrastructure needs

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 total cost of the well repair was $59,428. The funds will be transferred out of contingencies and into the water division improvement account.

RECOMMENDED ACTION

Staff requests a motion to approve an emergency purchase in the amount of $59,428 with Donald Smith Company, Inc. for repairs to Well #4.

Attachments

1. Donald Smith_Well #4 Invoice

Donald Smith Company, Inc.

746 East Main Street • Headland, Alabama 36345 • (334) 693-2969 • Fax (334) 693-3089

March 14, 2022

Mr. Nick Mcleod
Crestview Water Department
715 N. Ferdon Blvd
Crestview, Florida 32536

RE: Well #4 Turbine Pump Replacement

Dear Mr. Mcleod:

Please review the following:

Labor and equipment to remove unit for inspection----------**$12,155.00**

Materials Replacement: All new 8" x 9' 11 ¼" TxC .322 wall column pipe, R-3 lineshaft bearings, rebuild of gear drive and turbine pump back to factory tolerances. This quote also includes stainless steel airline and gauges. One well disinfection. ----------**$32,883.00** (Bac-T samples by customer). We will utilize existing motor and discharge head while replacing packing box bearing assembly.

Labor to assemble, load, and install including post testing----------**$14,910.00**

Estimate scrap credit for column pipe ----------**(-$520.00)**

Total Job Cost Not to Exceed----------$59,428.00

If you have any questions concerning this proposal, please feel free to contact me at any time. We look forward to completing this project in the near future.

Respectfully,

Matt Singletary
Pump Division

Water Wells • Pumps & Service • Utility Construction
Drilling Wells and Pumping Water Since 1946

BRANCH
P.O. Box 38
Shannon, MS 38868
Phone: (662) 767-9777
Fax: (662) 767-3107

CITY OF CRESTVIEW

Item # 6.4.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Schrader
DATE:	3/21/2022
SUBJECT:	Approval of March 14, 2022 regular meeting minutes

BACKGROUND:

Council reviewed the minutes prior to the meeting.

DISCUSSION:

Routine review and approval of Council minutes.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.
Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.
Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

Staff requests a motion to approve the minutes of March 14, 2022.

Attachments

1. 03152022 City Council Minutes - Draft

City Council Minutes - Draft
March 14, 2022
6:00 p.m.
Council Chambers

1. Call to Order

The regular meeting of the Crestview City Council was called to order at 6:00 p.m. by Mayor JB Whitten. Members present: Mayor Pro-Tem Shannon Hayes, Council members: Andrew Rencich, Doug Capps, Cynthia Brown, and Joe Blocker. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jon Holloway, and various staff members.

2. Invocation, Pledge of Allegiance

2.1. The Invocation was led by Mr. Larry Medlock and Mayor JB Whitten led the Pledge of Allegiance.

3. Open Policy Making and Legislative Session

4. Approve Agenda

Motion by Council member Shannon Hayes and seconded by Council member Joe Blocker to approve the Agenda, as presented.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

5. Presentations and Reports

5.1. Presentation of a Life-Saving Award

Mayor JB Whitten asked Chief McCosker to come forward to present the lifesaving award to school crossing guard, Mackenzie Holliday. He noted her quick reaction on March 2, 2022 in stopping a child on a bicycle from crossing the street on Highway 85 right before a truck sped through the crosswalk.

6. Consent Agenda

Motion by Council member Andrew Rencich and seconded by Council member Shannon Hayes to approve the Consent Agenda, as presented.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

6.1. CentralSquare Contract Renewal

6.2. Crestview Unlimited Inc. Promissory Notes

6.3. Spare 50 HP Lift Station Pump

6.4. February 28, 2022 City Council Minutes - Draft

6.5. Foxwood Water Conversion Project Emergency Purchase

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1842 - Lindley Road Rezoning

City Attorney Jon Holloway explained that this is a quasi-judicial meeting for the rezoning decision that will be based on substantial, competent evidence and anyone providing testimony will be sworn in before providing testimony.

Senior Planner Nicholas Schwendt was sworn in describing the property as vacant adding a development plan has not been received. Courtesy notices were mailed, and the property was duly noticed.

City Clerk Maryanne Schrader read Ordinance 1842 regarding Lindley Road Rezoning by title: An Ordinance of the City of Crestview, Florida, Providing for the Rezoning of 172.45 Acres, More Or Less, Of Real Property, Located In Section 2, Township 3 North,
Range 24 West, From The Okaloosa County Agriculture Zoning District to the Single-Family Estate District (R-1e) Zoning District; Providing For Authority; Providing For the Updating of the Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

Mayor JB Whitten asked Council for comment.

City Attorney Jon Holloway said if there were other ex parte communications to forward them to the City Clerk for the record.

Council member Andrew Rencich said he has responded to a handful residents, Council Member Cynthia Brown has also had site visits and communication, and Council member Shannon Hayes has had site visits.

Council went over the data provided to them, stating when the plans arrive, public meetings will be held and traffic will be mitigated, property rights will be respected for both the homeowners and developer.

Mayor JB Whitten asked for public comment.

Ken Edwards was sworn in, commented on the traffic situation, explaining the location of the homes with only one road to enter and exit. He voiced concern the density of homes could reach over three hundred.

Matthew Daughtery was called forward and sworn in. He stated he researched the area before buying his home and wanted the area to remain as it is currently.

Lillie Daughtery came forward and was sworn in. She went over her history of her travel experiences and how she values the peace of her home.

Amber Daughtery came forward and was sworn in. She voiced concern about the animals and wetlands, as well as concern about the traffic and road congestion.

Elizabeth Daughtery came forward and was sworn in. She voiced concern about the welfare of homeless citizens and the elderly. She asked the Council to consider the citizens when making their decision.

Doug Wheeler came forward and was sworn in. He voiced concern about the density of homes on the proposed development. He mentioned the traffic congestion and the construction in the entire 32536 area. He distributed a map to the Council depicting the homes and the potential of having 25,000 to 40,000 trucks traveling in and out of the area.

Gary Magnusson was sworn in and came forward stating that the developer has a right to develop the property, but it should be consistent with the neighborhood. He mentioned the fifty-three houses currently in the neighborhood stating he does not think over two hundred additional homes is consistent with the neighborhood. He said the compromise is two homes per acre on a one-half-acre lot. He asked that the zoning be changed to a minimum lot size.

Mayor JB Whitten asked for action.

Motion by Andrew Rencich and seconded by Cynthia Brown to approve Ordinance 1842 on second reading for final adoption.

Roll Call: Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps, Ayes; Joe Blocker, Nay. Ayes: 4; Nays: 1. Motion carried.

At 6:36 p.m. City Attorney Jon Holloway stated the Public Hearing was closed adding the decision from Council has to be made based on substantial, competent evidence.

8. Ordinances on First Reading

8.1. Ordinance 1856 - Lindberg Street Annexation

Senior Planner Nicholas Schwendt came forward stating this is the first reading of Ordinance 1856 regarding Lindberg Street Annexation. He said it is currently located in the unincorporated area. The property has a single-family dwelling on the property, but it will be developed as commercial. He went over the advertising and posting stating the fees were waived. He then asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance Annexing to the City of Crestview, Florida, ± 1.89 Acres of Contiguous Lands Located in Section 18, Township 3 North, Range 23 West, and being described as Set Forth Herein; providing for Authority; Providing For Land Description; Providing For Boundary; Providing for Land Use and Zoning Designation; Providing For Amendment to the Base, Land Use and Zoning Maps; Providing For A Comprehensive Plan Amendment; Providing for Filing with the Clerk of Circuit Court of Okaloosa County, the Chief Administrative

Officer of Okaloosa County and the Florida Department Of State; Providing for Severability; Providing for Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

Mayor JB Whitten asked for comment from the Council and public. Hearing none, he called for action.

Motion by Shannon Hayes and seconded by Andrew Rencich to approve Ordinance 1856 on first reading and move to second reading for adoption.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

Mayor JB Whitten asked about the building, as it was not in the staff report.

City Planner Nicholas Schwendt replied there is a structure on the property, and he will amend the staff report. City Attorney Jon Holloway added the staff report will be corrected before the second reading.

8.2. Ordinance 1857 - Lindberg Street Comprehensive Plan Amendment

City Planner Nicholas Schwendt stated this is the first reading of Ordinance 1857 regarding Lindberg Street Comprehensive Plan Amendment and staff has reviewed the subject property. The mailing and posting were done as per statute. He asked that the staff report be entered into the record: On February 9, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 200 Lindberg Street North. The subject property is currently located within unincorporated Okaloosa County with a Future Land Use and zoning designation of Okaloosa County Mixed Use. The application requests the Commercial (C) future land use designation for the property. The Planning and Development Board recommended approval of the request on March 7, 2022.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing for Authority; Providing For Findings Of Fact; Providing For Purpose; Providing For Changing the Future Land Use Designation From Okaloosa County Mixed Use To Commercial (C) on Approximately 1.89 Acres, More Or Less, in Section 18, Township 3 North, Range 23 West; Providing For Future Land Use Map Amendment; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing for Repeal of Conflicting Codes And Ordinances; and Providing For an Effective Date.

Mayor JB Whitten asked for comment from the Council and public. Hearing none, he called for action.

Motion by Douglas Capps and seconded by Cynthia Brown to approve Ordinance 1857 on first reading and move to second reading for adoption.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

8.3. Ordinance 1858 - Lindberg Street Rezoning

City Planner Nicholas Schwendt went stating the property is currently zoned mixed use stating there is a dwelling on the property. The zoning is consistent with the current land use. The mailing and advertisements have been done per statute. He stated this is the first reading of Ordinance1858 regarding Lindberg Street Rezoning and asked the City Clerk to read the ordinance by title.

City Clerk Maryanne Schrader read the Ordinance by Title:

An Ordinance of the City Of Crestview, Florida, Providing for the Rezoning of 1.89 Acres, More or Less, of Real Property, Located In Section 18, Township 3 North, Range 23 West, From the Okaloosa County Mixed Use Zoning District to the Commercial Low-Intensity District (C-1); Providing For Authority; Providing for the updating of the Crestview Zoning Map; Providing for Severability; Providing for Scrivener's Errors; Providing for Liberal Interpretation; Providing For Repeal of Conflicting Codes And Ordinances; and Providing for an Effective Date.

Mayor JB Whitten asked for comment from the Council and public. Hearing none, he called for action.

Motion by Council member Andrew Rencich and seconded by Council member Joe Blocker to approve Ordinance 1858 on first reading and move to second reading for adoption.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

8.4. Ordinance 1859 - Crosson Street Rezoning

Senior Planner N. Schwendt stated this is the first reading of Ordinance 1859 regarding Crosson Street Rezoning. The applicant submitted an application for rezoning requesting low intensity commercial. The property is surrounded by C-2 property and is currently vacant. The plan is to develop it for commercial use; however, we have not received development plans yet. This zoning could be developed for mixed use.
He asked the City Clerk to read the ordinance by title.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 23.4 Acres, More or Less, of Real Property, Located in Section 29, Township 3 North, Range 23 West, From the Commercial High-Intensity District (C-2) To The Commercial Low-Intensity District (C-1); Providing For Authority; Providing For the Updating of the Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

Mayor JB Whitten asked for comment from the Council and public and hearing none called for action.

Motion by Councilmember Cynthia Brown and seconded by Councilmember

Joe Blocker to approve Ordinance 1859 on first reading and move to second reading for adoption.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

9. Resolutions – No resolutions presented.

10. Action Items

10.1. HR Manual Updates

HR Director Jessica Leavins explained went over the 2022 Human Resources Manual updates with merit pay increases, specific changes to the rehiring, vehicle policy, changes dealing with contagious diseases, gym memberships (At no cost to the city), and electronic timekeeping.

Motion by Council member Shannon Hayes and seconded by Council member Cynthia Brown to approve the revised Human Resources Manual.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

11. City Clerk Report – No report.

12. City Manager Report

12.1. Financial Update - City Manager

City Manager Tim Bolduc explained the financial reports were provided earlier.

12.2. Employee Updates

HR Director J. Leavins explained the success of the health screening and went over the $20,000 in incentives. She mentioned the discounts that contributed to the rate hold and thanked the 102 employees for their participation adding we used half of our incentive funds to promote participation in the health screening and have used the remaining dollars to fund a gym membership dues reimbursement program at no cost to the city. She added the gym membership will be funded through this benefit.

City Manager Tim Bolduc added he is proud of the employees and the HR department. He added we received an insurance holiday in October and were able to hold the rates for the entire year. He added the money was already budgeted and was able to return back to the employees.

13. Comments from the Mayor and Council

13.1. Introduction of Juneteenth as an additional city holiday

Councilmember S. Hayes said Dr. Karen Brown is present tonight and is spearheading the

project.

Dr. Brown came forward to speak stating Juneteenth is the newest Federal holiday. She said as the county seat, Crestview should set the standard for the county. She said along with other partners and the city, they are joining together and plan a walk-through history at the Old Spanish Trail.

Mayor JB Whitten stated he appreciates her coordination with powering partnerships.

Council member S. Hayes asked for consideration to establish Juneteenth as an official holiday for the City of Crestview to commemorate the emancipation of African American slaves. He added May Day is the day that Florida got the word about the emancipation and explaining this holiday will not interfere with May Day.

Mayor JB Whitten said June 19th falls on a Sunday, so Monday will be the actual day off.

Motion by Council member Douglas Capps and seconded by Council member Shannon Hayes to approve Juneteenth as an official holiday.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

Council member C. Brown said it is not always easy making the decisions but Council takes everyone's comments into consideration. She has heard a lot of negative comments, but we love our city adding she appreciates the staff's work.

Council member J. Blocker said the decisions we make are not satisfactory with everyone but he does research before taking action.

Council member S. Hayes mentioned the junk on the School Avenue property is no longer visible and thanked the city manager. He added the work we are doing in Crestview is for the betterment of the community.

Mayor JB Whitten said he received a letter from Niceville about an aquatic center and asked Council if there was interest in supporting their effort. Council agreed to the support Mentioning we may need their support for a sports complex.

Mayor JB Whitten also said we have an ongoing need to feed our people with the sky rocketing inflation. He said the local churches are handing out meals adding there is a large turnout for food. He wants to get the word out that people need help.

Council member C. Brown added that Triple B will be held on March 26th.

14. Comments from the Audience

Ron Mims came forward said he understands the position of the Council and asked them to consider if the project was placed next to their homes. He understands the feeling of the people affected by the developer because a Dollar General was built near his home.

City Manager T. Bolduc said the Council froze the development, so the issue could be

addressed, created an entirely new district, and came back to make the zoning more restrictive.

Dr. Brown then came forward stating there are four military bases in the community, and they are retiring here. Crestview Coalition came into existence to bring something for the children in this community. We need the growth to keep residents in Crestview, as cities grow or the city will become stagnate. We want to grow the right way. She thanked the Council for doing their job.

Annette Patterson came forward mentioning Carbon Hill and the termite problem. Council member S. Hayes said it is school district property, and they have been notified. Ms. Patterson also mentioned the debris in the ditch on Blakely Street, and City Manager T. Bolduc replied he will look into it.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:31 p.m.

Minutes approve this __ day of __, 2022.

Maryanne Schrader
City Clerk

JB Whitten
Mayor

CITY OF CRESTVIEW

Item # 6.5.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Schrader, City Clerk
DATE:	3/21/2022
SUBJECT:	Approval of March 14, 2022 - Crestview Unlimited Inc. Board minutes

BACKGROUND:

The Board was sent the draft minutes for review.

DISCUSSION:

The City Council as the Crestview Unlimited Board, Inc. will approve the minutes.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.
Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.
Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

Staff respectfully requests

Attachments

1. 03142022 Crestview Unlimited Inc. Minutes - Draft

City Council Minutes - Draft
March 14, 2022
5:00 p.m.
Council Chambers

1. Call to Order

The first meeting of Crestview Unlimited was called to order at 5:22 p.m. by Mayor JB Whitten. Board members present: Shannon Hayes, Andrew Rencich, Doug Capps, Cynthia Brown, and Joe Blocker. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jon Holloway, and various staff members.

2. Action Items

2.1. Crestview Unlimited Inc. Promissory Notes

City Manager Tim Bolduc stated this was the first meeting of the Crestview Unlimited Board.

City Attorney Jon Holloway mentioned this is the non-profit created to enhance recreation programs to include the golf course, and he went over the rules and procedures. He added the meeting is to review the promissory notes and agreement.

City Manager Tim Bolduc requested the approval of the two promissory notes. He went over the staff report items touching on the creditors were uneasy about extending credit without the backing of the city. He asked the Board to approve the lease between the City and Crestview Unlimited, Inc. to purchase the golf cars and the necessary equipment. This will allow the city to purchase these items then, in turn, sell them to the nonprofit corporation based on the promissory note terms. He noted the two equipment purchases were already approved by Council. This arrangement helps us put our money to work.

City Manager Tim Bolduc asked for the Board to approve either one or both of the promissory notes, as well as the security agreement.

City Attorney Jon Holloway added the city is the secure creditor.

In response to the question from Board member Shannon Hayes about the financial impact, City Attorney Jon Holloway said it is the sum of the annual payments. The principal amount is equal to the financing proposals. The city is not charging the nonprofit any more than the purchase price. He said both promissory notes included a Security Agreement. The security agreement provides the City with a first lien security interest in the assets that serve as collateral.

Council member Cynthia Brown asked about the security, and City Manager Tim Bolduc replied the city holds the equipment as collateral. City Attorney Jon Holloway Explained it is structured the exact same as a lease would have been, however, the Creditors wanted assurance from the city. City Attorney Jon Holloway said this is an installment sale, and the purchase price will be identical.

Council member Andrew Rencich said in the long term we are looking at a profit of just shy of $60,000.

Mayor Whitten asked for comment from the Board.

Mayor Whitten asked about the interest rate, and City Manager T. Bolduc replied everything was kosher.

Motion by Joe Blocker and seconded by Andrew Rencich to approve the two promissory notes and security agreement.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. Ayes: 5; Nays: 0. All ayes. Motion carried.

In response to Council member Hayes, City Manager T. Bolduc responded the item is on the Council agenda for approval and for when the golf carts will arrive, City Manager T. Bolduc responded the golf carts will arrive the middle of April, and the tractors have already arrived.

3. Comments from the Mayor and Council – No further comments.

4. Comments from the Audience – No comments.

5. Adjournment

Mayor JB Whitten adjourned the meeting at 5:32 p.m.

Minutes approve this __ day of __, 2022.

Maryanne Schrader
City Clerk

JB Whitten
Mayor

CITY OF CRESTVIEW

Item # 7.1.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: 2nd Reading

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Dawn Barnes, Barry Henderson, Development Services Director
DATE:	3/23/2022
SUBJECT:	Ordinance 1856 - Lindberg Street Annexation

BACKGROUND:

On February 9, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 200 Lindberg Street N.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Okaloosa County Mixed Use.

The Planning and Development Board recommended approval on March 7, 2022, and the first reading was approved by the City Council on March 14, 2022.

DISCUSSION:

The property description is as follows:

Property Owner:	Jtkl Investments LLC 316 NW Racetrack Rd Ft Walton Beach, FL 32547
Parcel ID:	18-3N-23-1800-0000-010B
Site Size:	1.89 acres
Current FLU:	Okaloosa County Mixed Use
Current Zoning:	Okaloosa County Mixed Use
Current Land Use:	Single Family Residential

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Commercial
East	Commercial (C)	Commercial Low-Intensity District (C-1)	Vacant
South	Okaloosa County Mixed Use	Okaloosa County Mixed Use and Commercial Low-Intensity District (C-1)	Residential
West	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential and Commercial

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

Staff has reviewed the application based on the criteria detailed in Florida statute 171.043 for annexations and finds the following:

- The property is contiguous to the city limits;
- The property is comprised of one (1) lot in unincorporated Okaloosa County, and is therefore considered compact;
- The annexation of the property would not create an enclave
- The subject property is not included in the boundary of another municipality; and,
- The subject property meets the definition of urban purposes.

Courtesy notices were mailed to property owners within 300 feet of the subject property on February 14, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on February 15, 2022. The property was posted on February 18, 2022. An advertisement ran in the Crestview News Bulletin on February 24, 2022.

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 annexation have been waived for this application as it was received during the moratorium on annexation fees.

The cost of advertising is approximately $550.00.

The successful annexation of this property will have positive future impacts, including ad valorem revenue based on future taxable assessed value, development and building permit fees, and utility usage fees.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1856 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1856

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 1.89 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 18, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

PIN # 18-3N-23-1800-0000-010B (Deed recorded in Book 3580, page 3019, dated April 12, 2021)

Tract 10, Plat 1, Oakcrest Farms and Groves, according to the map or plat thereof, recorded in Plat Book 1, Page(s) 74, Public Records of Okaloosa County, Florida. Aka 200 Lindberg St., Crestview, FL 32536

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

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

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

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

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

SECTION 8 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9 – SCRIVENER'S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager's designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 10 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 11 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

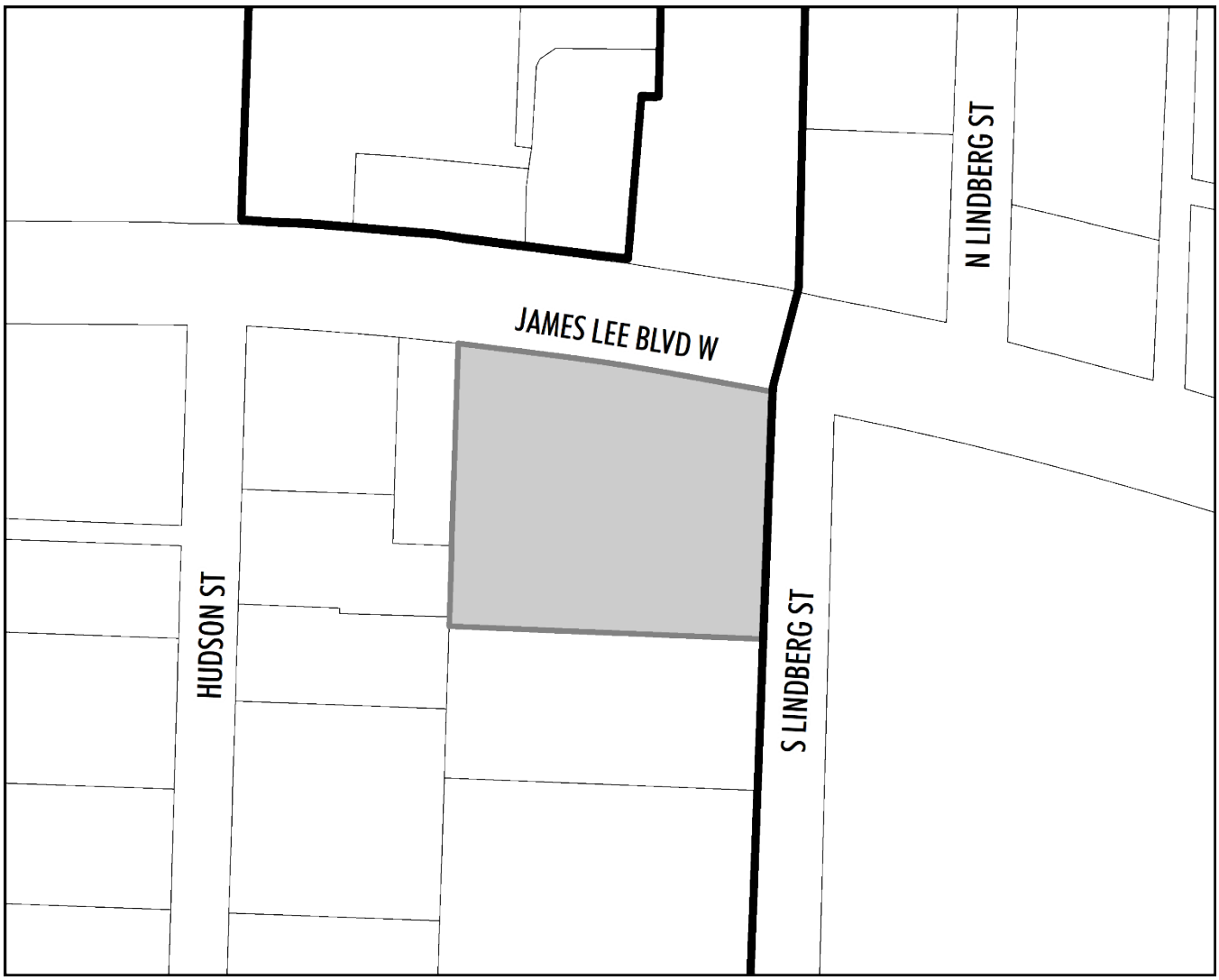
Passed and adopted on second reading by the City Council of Crestview, Florida on the 28th day of March, 2022.

ATTEST:

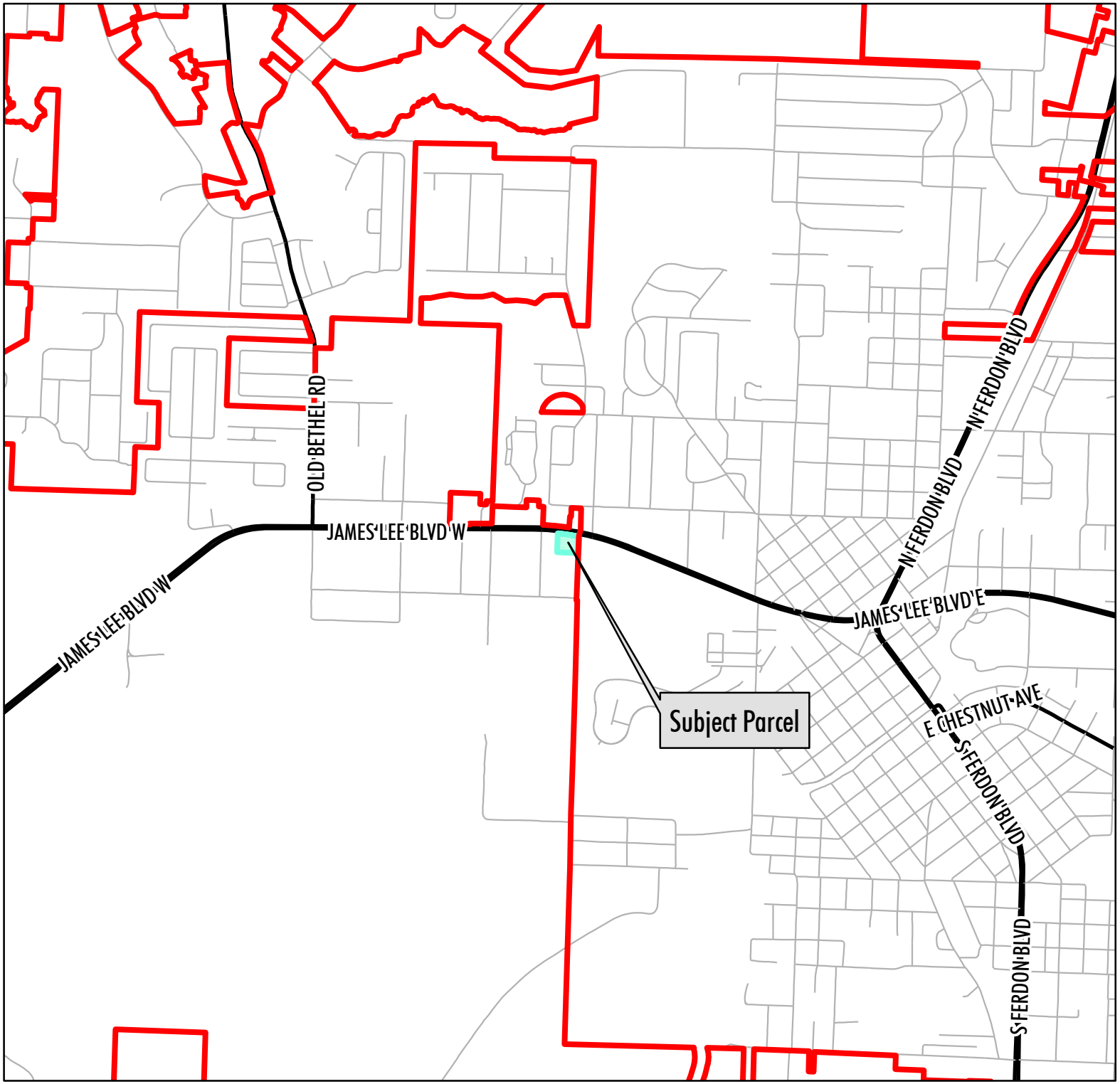
_____
Maryanne Schrader
City Clerk

Approved by me this 28th day of March, 2022.

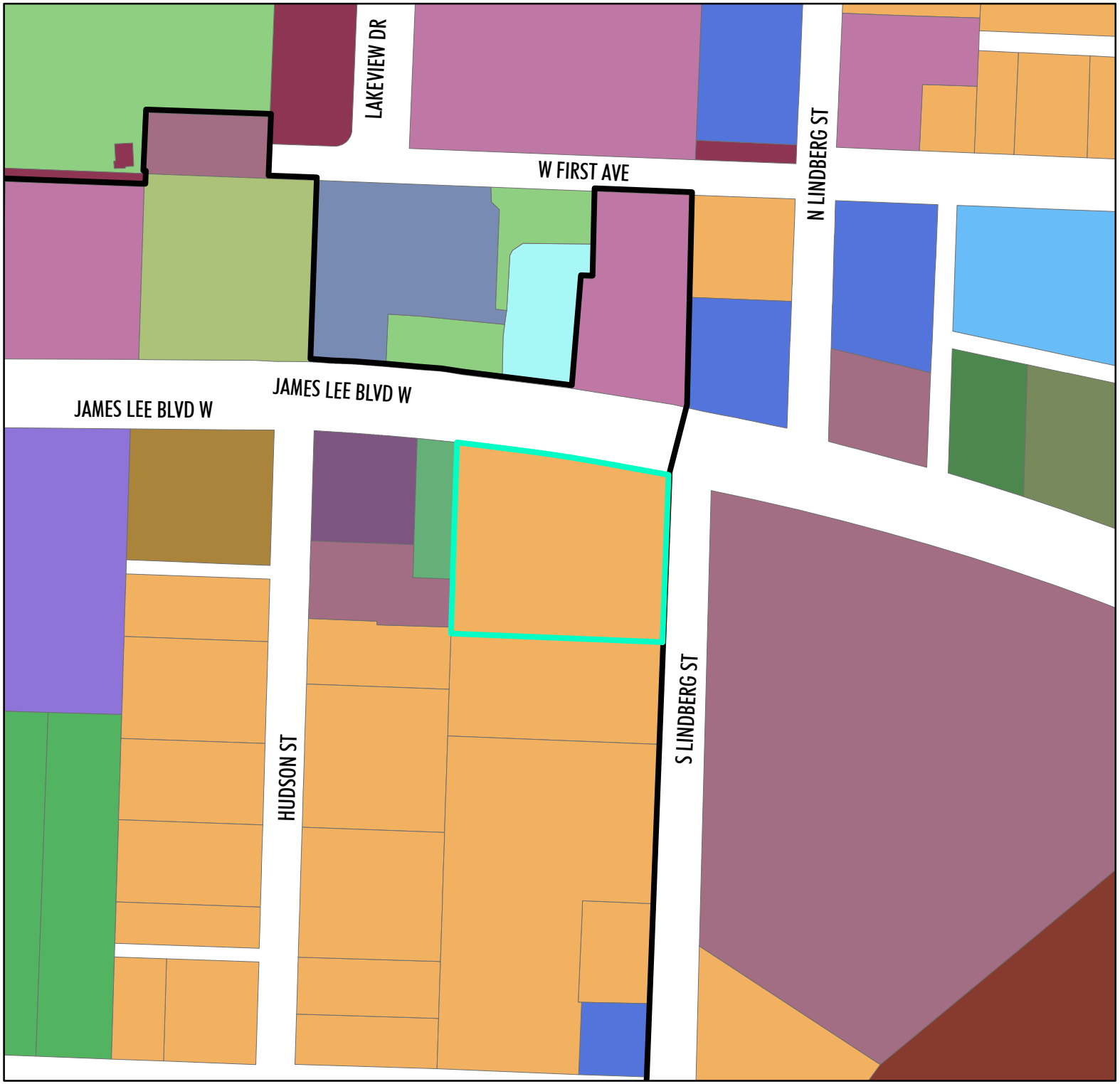
_____
J. B. Whitten
Mayor


JAMES LEE BLVD W
N LINDBERG ST
HUDSON ST
S LINDBERG ST

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

N

0 100 200

Feet

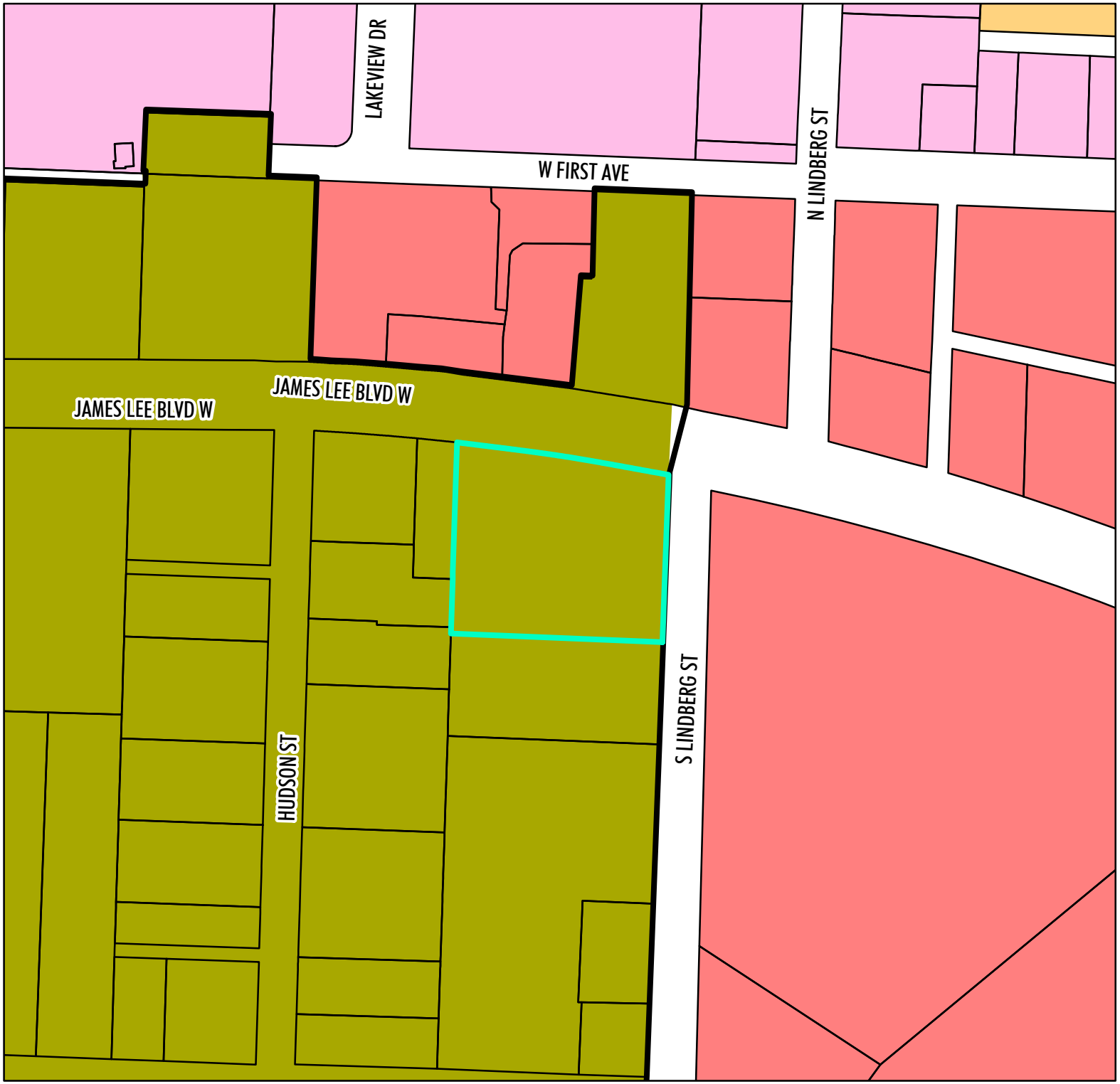
Legend

- Subject Parcel
- City Limits

Existing Use

- Florist
- Hotels/Mtl
- Light Manufacturing
- Mobile Home
- Mortuary
- Multi-Family
- Municipal
- No AG Acre
- Office Building
- Restaurant
- Single Family
- Store/Office
- Stores
- Supermarket
- Vacant
- Vacant Commercial
- Vehicle Sale
- Warehouse

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



Current Future Land Use

N

0 100 200

Feet

Legend

- Subject Parcel
- City Limits

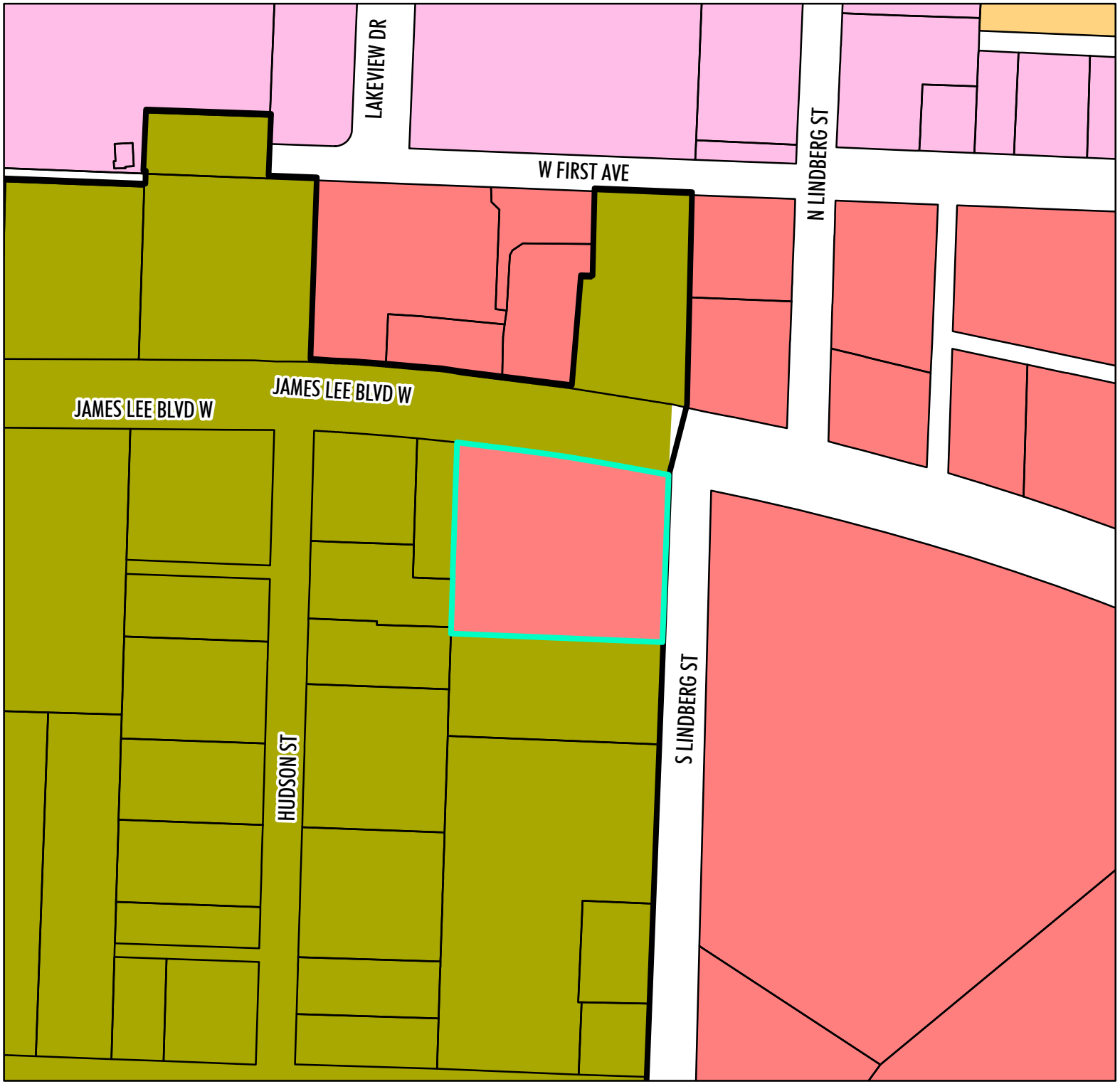
City Future Land Use

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

County Future Land Use

- Mixed Use (MU)

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



Proposed Future Land Use

N

0 100 200

Feet

Legend

- Subject Parcel
- City Limits

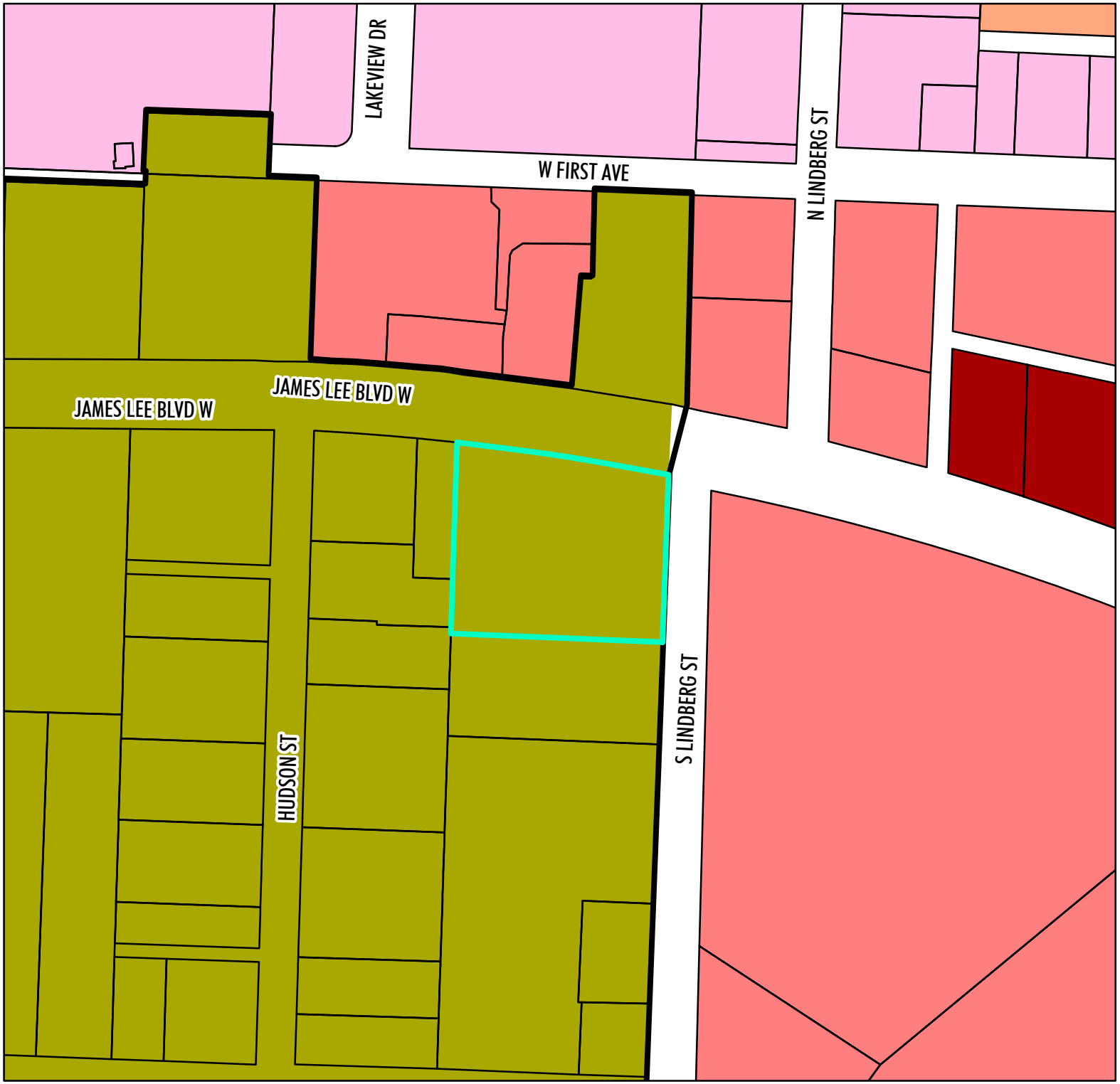
City Future Land Use

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

County Future Land Use

- Mixed Use (MU)

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



Current Zoning

N

0 100 200

Feet

Legend

Subject Parcel

City Limits

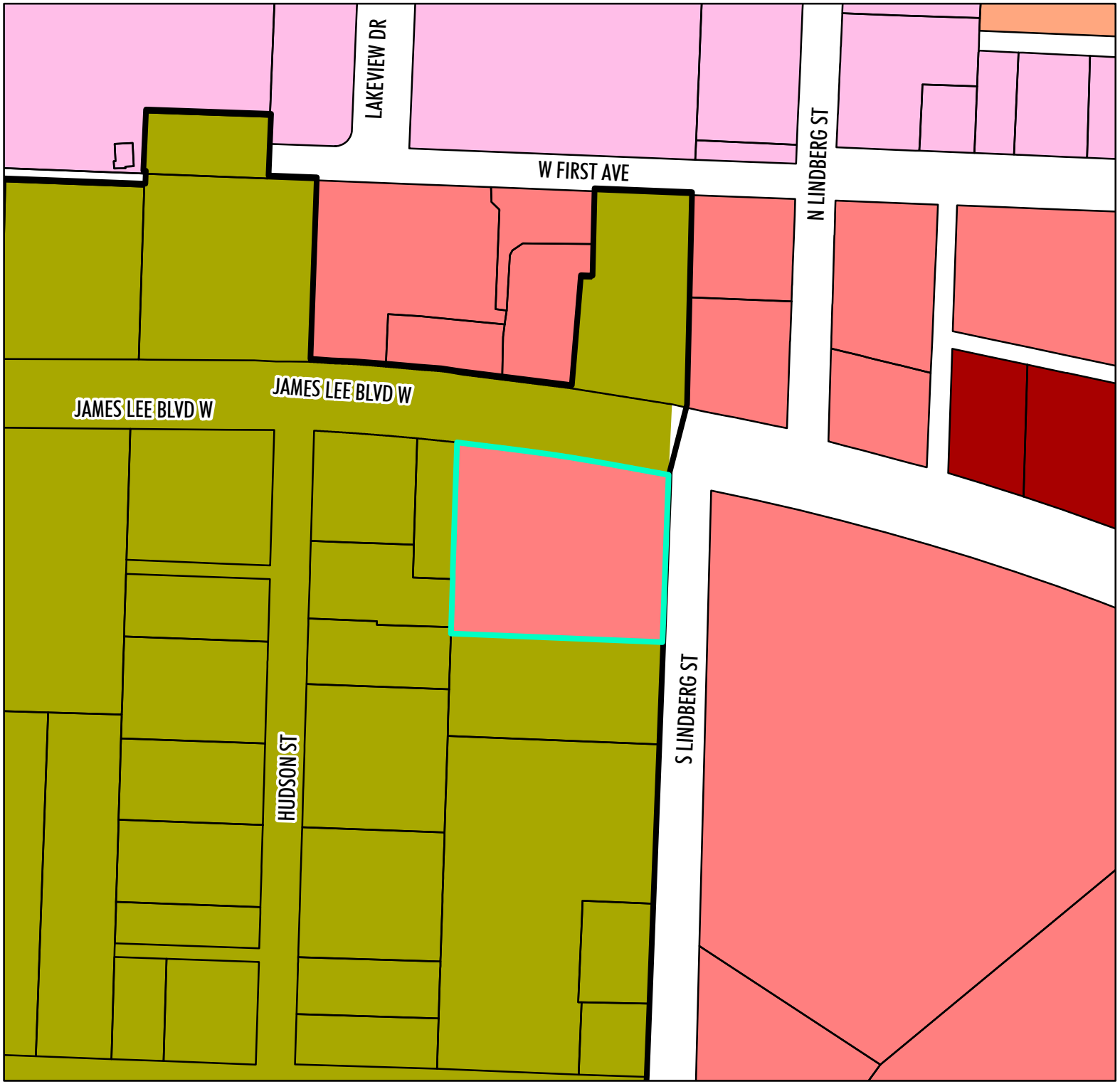
City

- 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

- 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

N

0 100 200

Feet

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

- 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

CITY OF CRESTVIEW

Item # 7.2.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: 2nd Reading

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Dawn Barnes, Barry Henderson, Development Services Director
DATE:	3/23/2022
SUBJECT:	Ordinance 1857 - Lindberg Street Comprehensive Plan Amendment

BACKGROUND:

On February 9, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 200 Lindberg Street N.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Okaloosa County Mixed Use.

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

The Planning and Development Board recommended approval on March 7, 2022, and the first reading was approved by the City Council on March 14, 2022.

DISCUSSION:

The property description is as follows:

Property Owner:	Jtkl Investments LLC 316 NW Racetrack Rd Ft Walton Beach, FL 32547
Parcel ID:	18-3N-23-1800-0000-010B
Site Size:	1.89 acres
Current FLU:	Okaloosa County Mixed Use
Current Zoning:	Okaloosa County Mixed Use
Current Land Use:	Single Family Residential

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Commercial
East	Commercial (C)	Commercial Low-Intensity District (C-1)	Vacant
South	Okaloosa County Mixed Use	Okaloosa County Mixed Use and Commercial Low-Intensity District (C-1)	Residential
West	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential and Commercial

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

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

- The proposed future land use map designation is compatible with the surrounding area.
- The proposed future land use map designation is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment involves less than 50 acres.
- The proposed amendment does not involve a text change to goals, policies, and objectives of the comprehensive plan. It only proposes a land use change to the future land use map for a site-specific small-scale development.
- The subject property is not located within an area of critical state concern.

Courtesy notices were mailed to property owners within 300 feet of the subject property on February 14, 2022. The property was posted on February 18, 2022. An advertisement ran in the Crestview News Bulletin on February 24, 2022.

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 comprehensive plan amendment have been waived for this application as it was received during the moratorium on annexation fees. There is no additional cost of advertising as the comprehensive plan amendment request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1857 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1857

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY MIXED USE TO COMMERCIAL (C) ON APPROXIMATELY 1.89 ACRES, MORE OR LESS, IN SECTION 18, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

A. This amendment will promote compact, orderly development and discourage urban sprawl; and

B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and

C. A public hearing has been conducted by the City Council after "due public notice"; and

D. This amendment involves changing the future land use designation from Okaloosa County Mixed Use to Commercial (C) on a parcel of land containing 1.89 acres, more or less, lying within the corporate limits of the City; and

E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

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

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 1.89 acres of land, more or less, from Okaloosa County Mixed Use to Commercial (C). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 1.89 acres, more or less, is known as Parcel 18-3N-23-1800-0000-010B and commonly described as:

Tract 10, Plat 1, Oakcrest Farms and Groves, according to the map or plat thereof, recorded in Plat Book 1, Page(s) 74, Public Records of Okaloosa County, Florida. Aka 200 Lindberg St., Crestview, FL 32536

The Commercial (C) Future Land Use Category is hereby imposed on Parcel 18-3N-23-1800-0000-010B. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 18-3N-23-1800-0000-010B thereon.

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

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

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

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

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

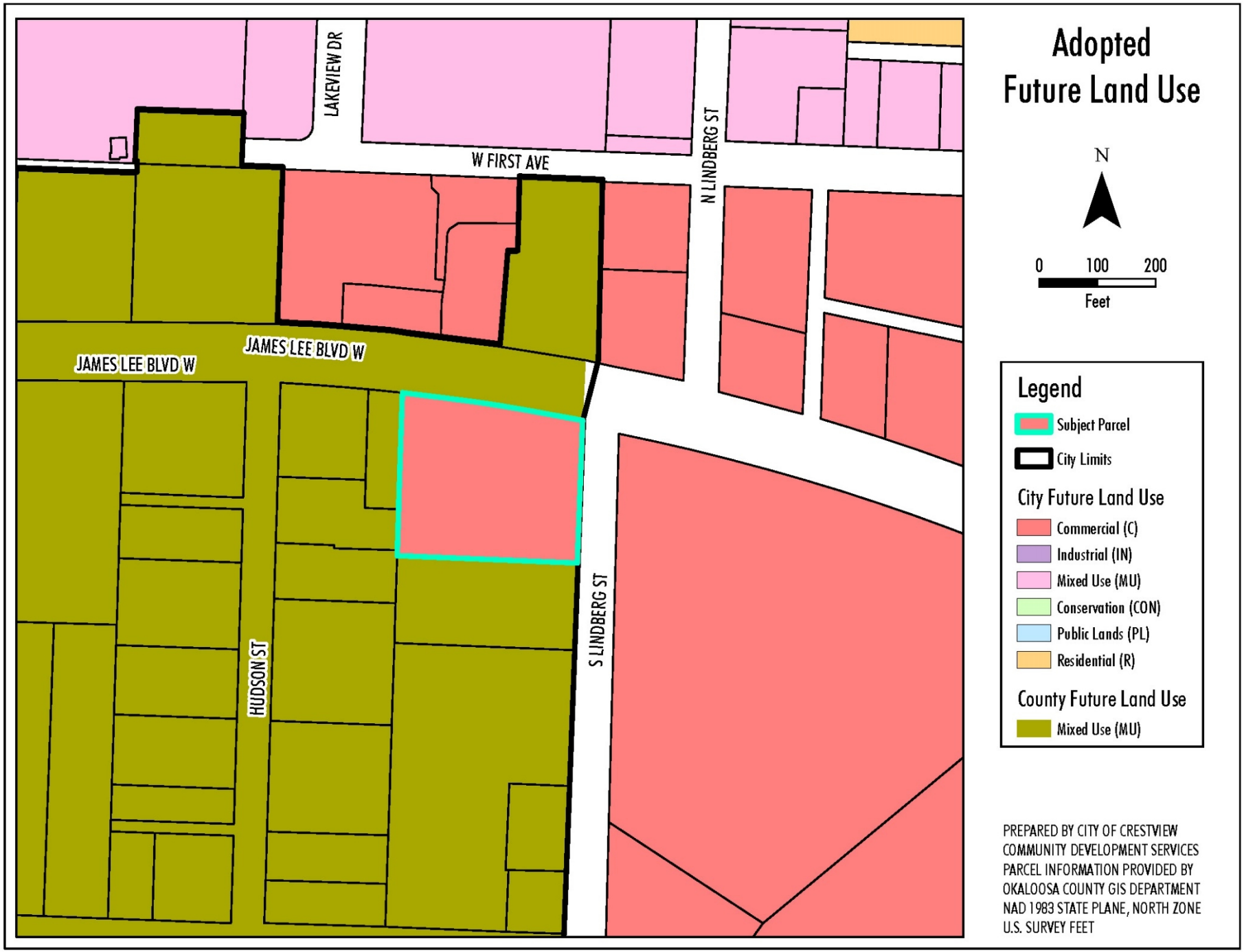
Passed and adopted on second reading by the City Council of Crestview, Florida on the 28th day of March, 2022.

ATTEST:

_____
Maryanne Schrader
City Clerk

Approved by me this 28th day of March, 2022.

_____
J. B. Whitten
Mayor


LAKEVIEW DR
W FIRST AVE
N LINDBERG ST
JAMES LEE BLVD W
JAMES LEE BLVD W
HUDSON ST
S LINDBERG ST
Adopted
Future Land Use
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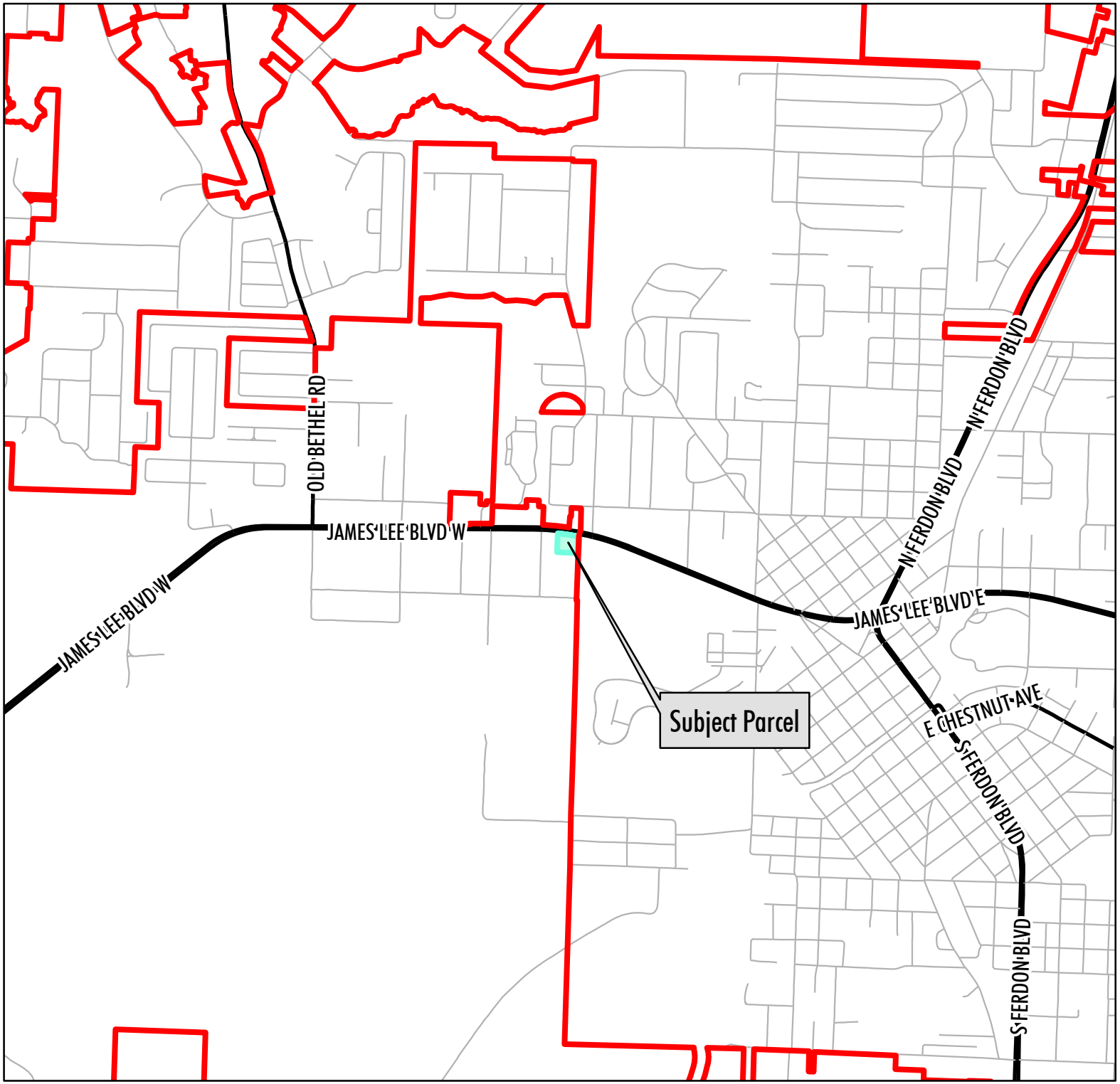
200
Feet
Legend
Subject Parcel
City Limits
City Future Land Use
Commercial (C)
Industrial (IN)
Mixed Use (MU)
Conservation (CON)
Public Lands (PL)
Residential (R)
County Future Land Use
Mixed Use (MU)
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Vicinity Map



N

Not to Scale

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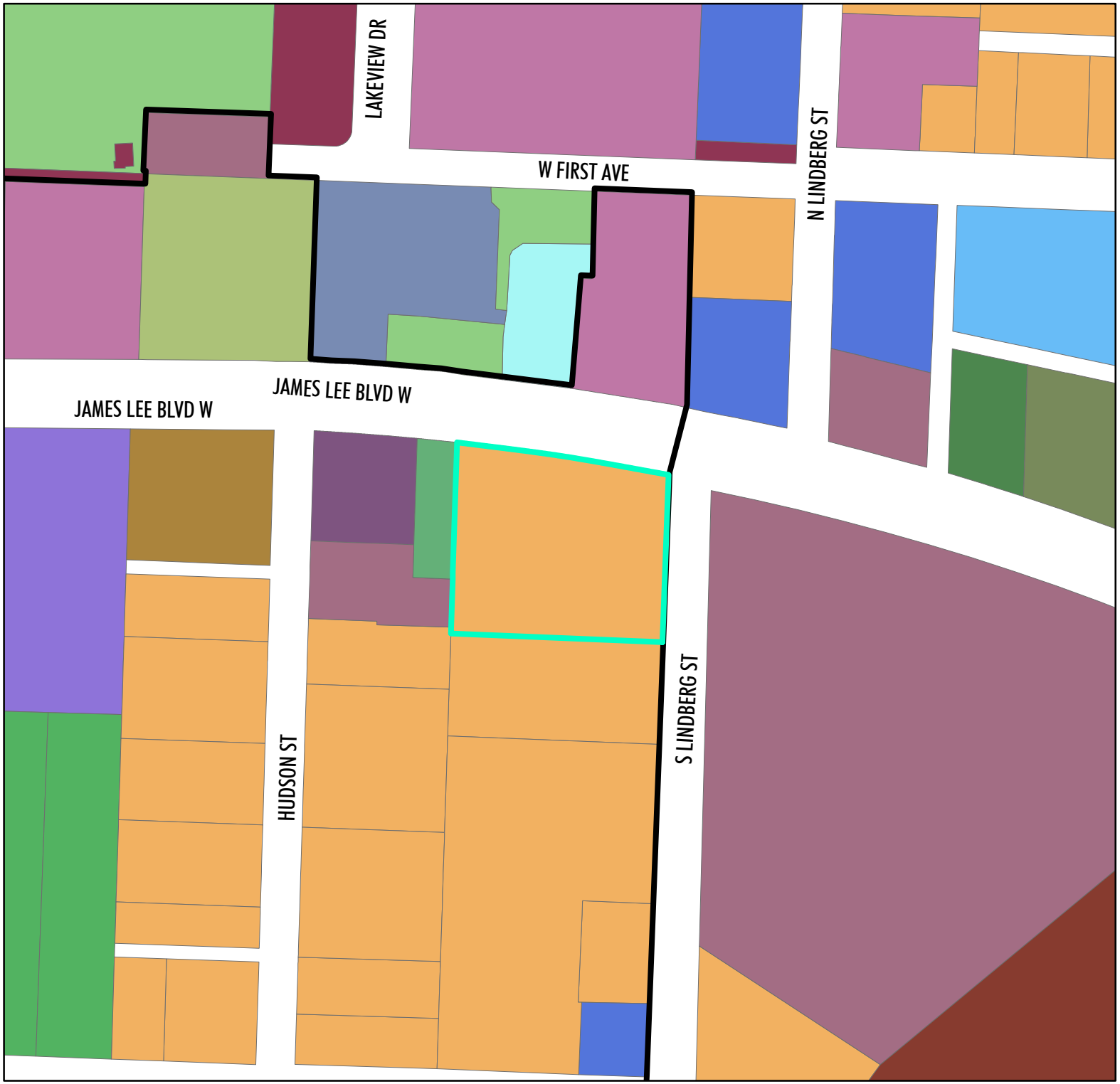
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Existing Use

N

0 100 200

Feet

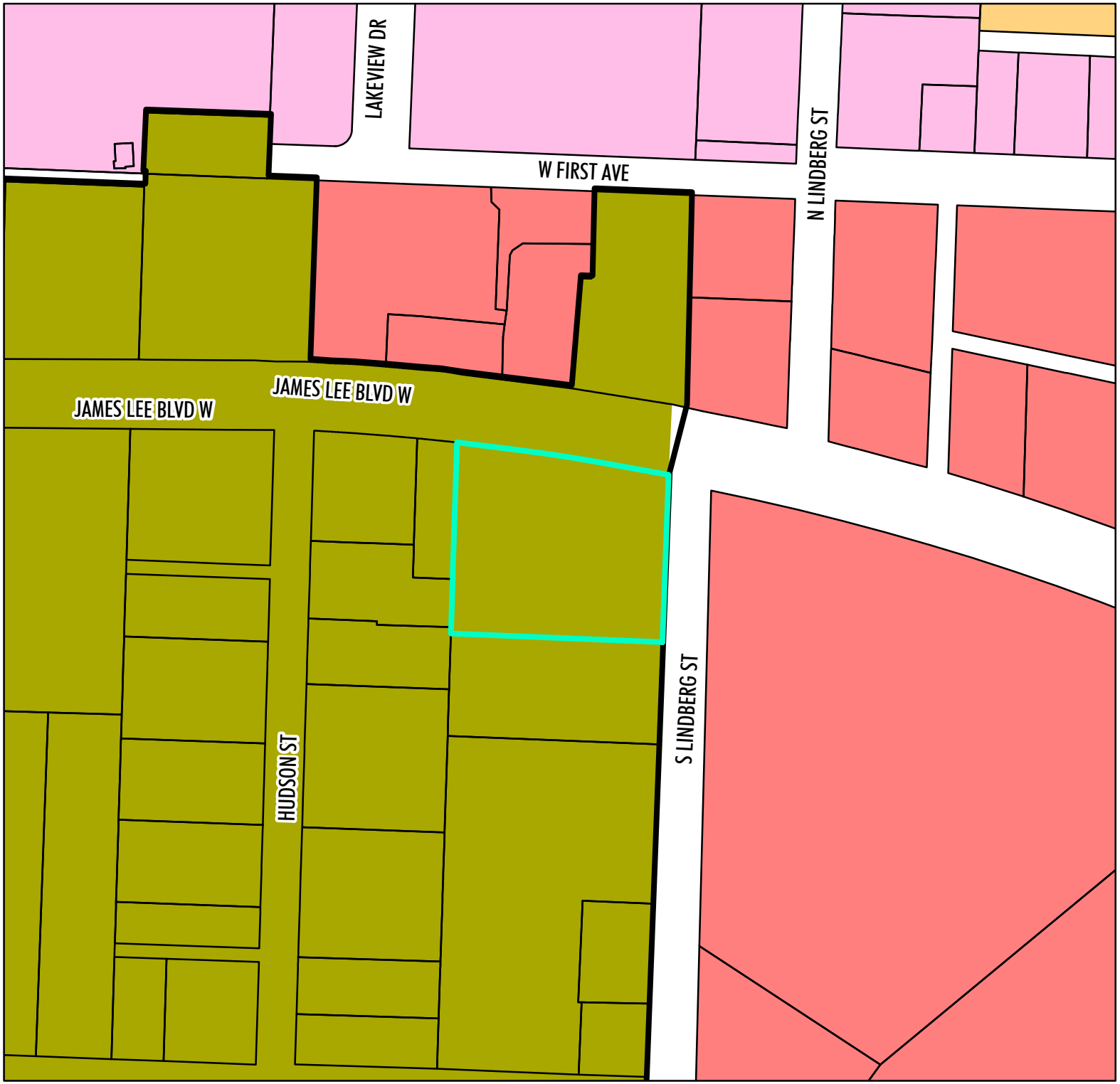
Legend

- Subject Parcel
- City Limits

Existing Use

- Florist
- Hotels/Mtl
- Light Manufacturing
- Mobile Home
- Mortuary
- Multi-Family
- Municipal
- No AG Acre
- Office Building
- Restaurant
- Single Family
- Store/Office
- Stores
- Supermarket
- Vacant
- Vacant Commercial
- Vehicle Sale
- Warehouse

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



Current Future Land Use

N

0 100 200

Feet

Legend

- Subject Parcel
- City Limits

City Future Land Use

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

County Future Land Use

- Mixed Use (MU)

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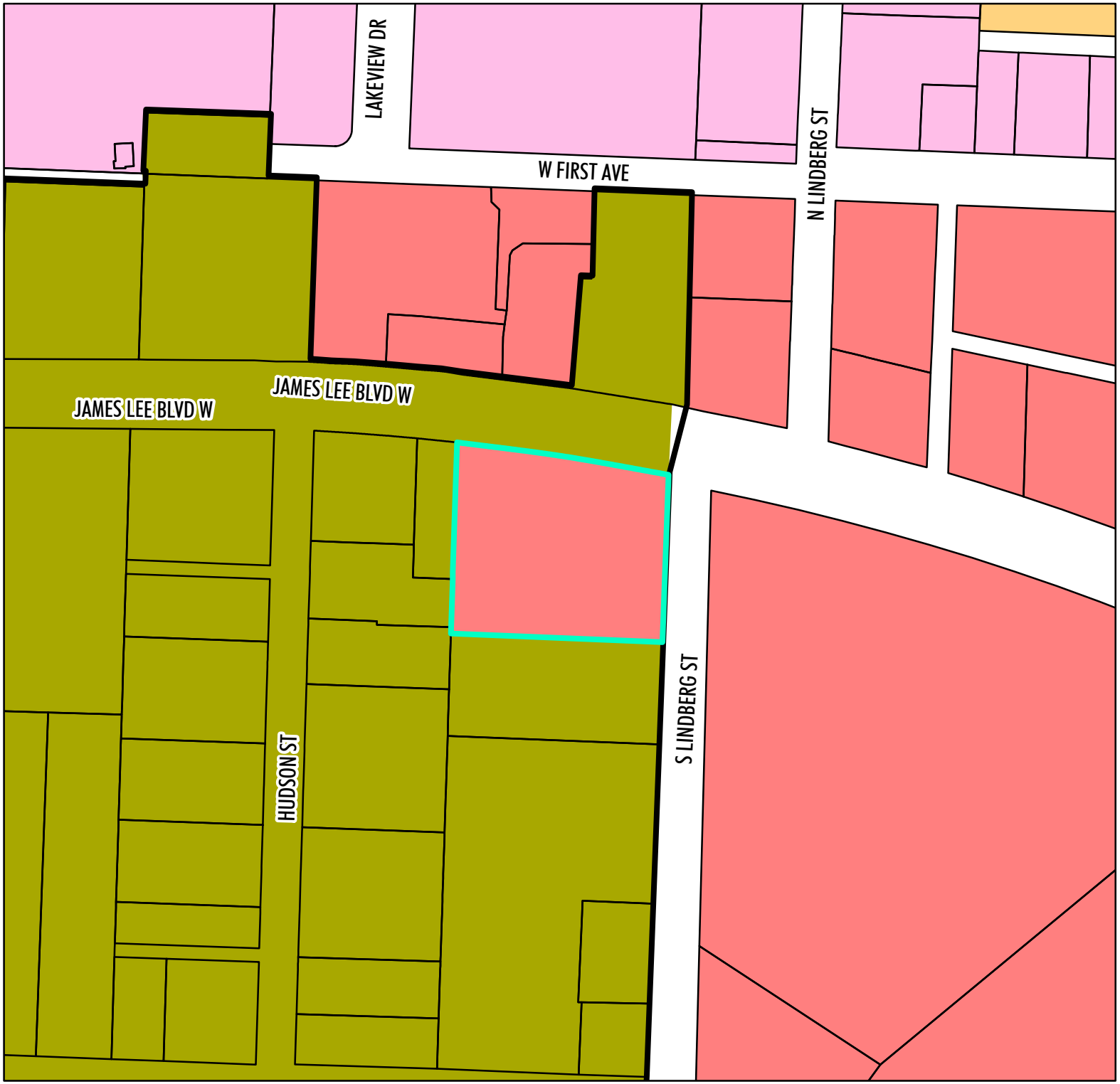
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Proposed Future Land Use

N

0 100 200

Feet

Legend

- Subject Parcel
- City Limits

City Future Land Use

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

County Future Land Use

- Mixed Use (MU)

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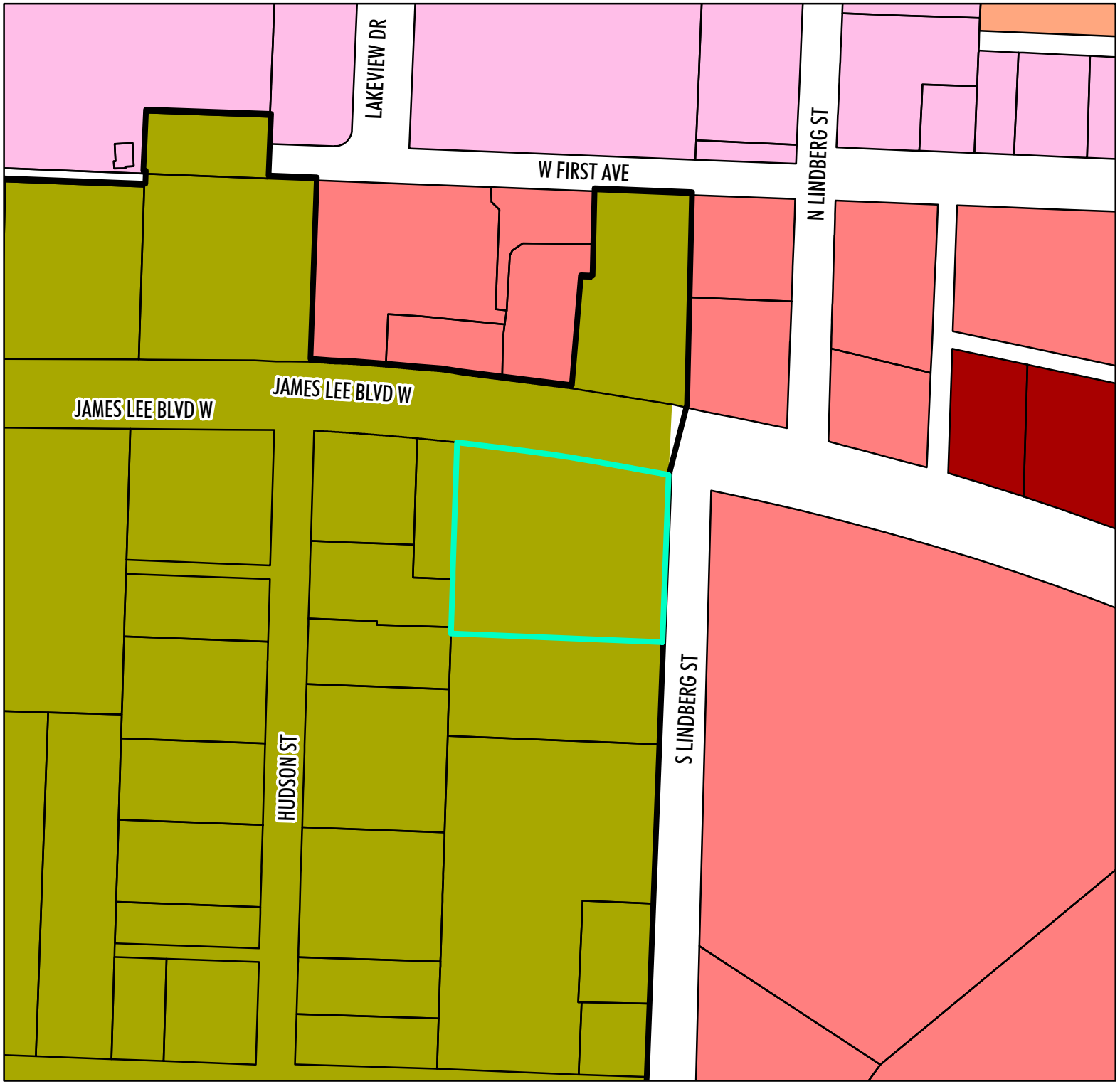
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Zoning

N

0 100 200

Feet

Legend

Subject Parcel

City Limits

City

- 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

- Mixed Use (MU)

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COMMUNITY DEVELOPMENT SERVICES
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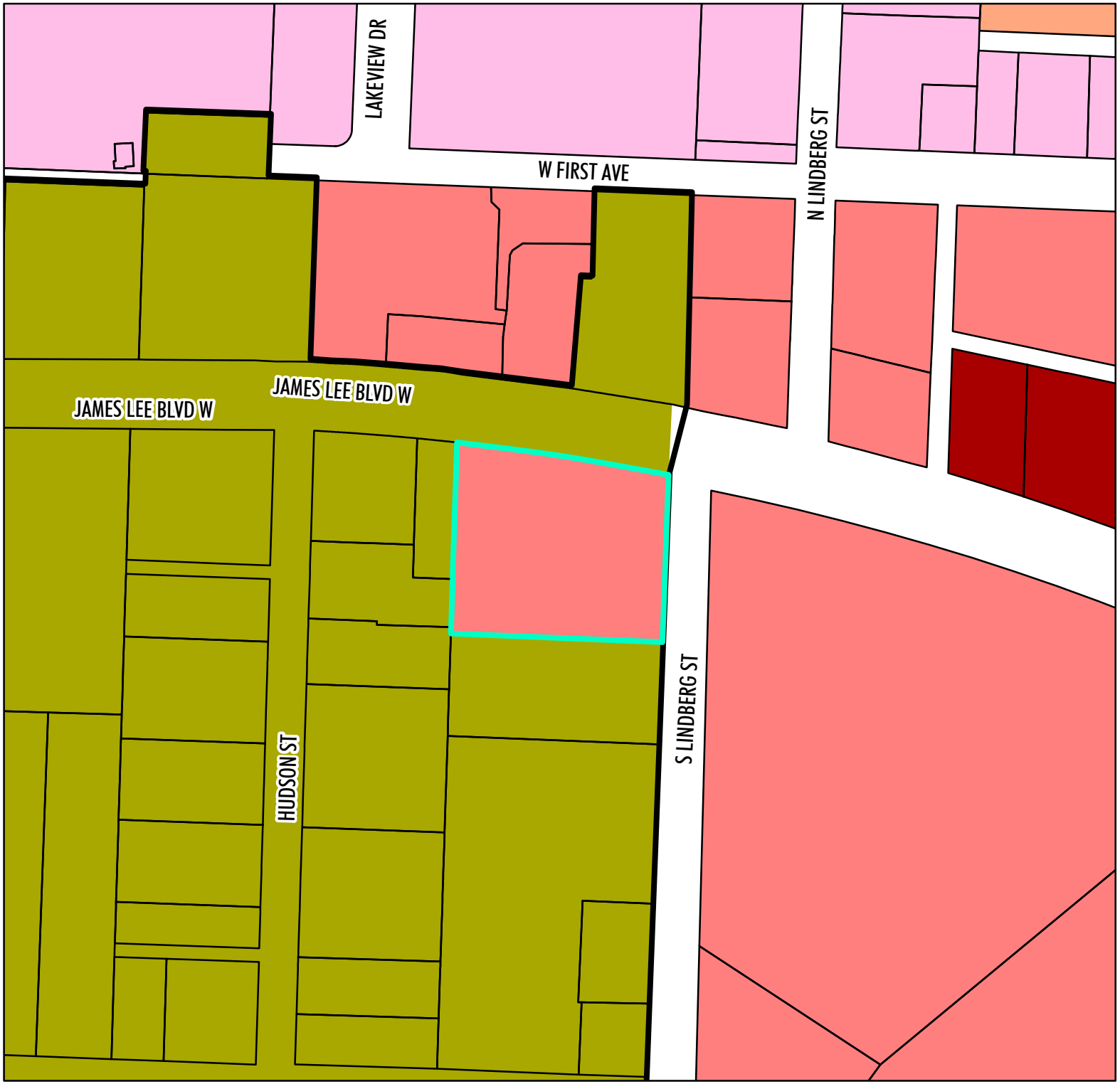
U.S. SURVEY FEET



Proposed Zoning

N

0 100 200

Feet

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

- Mixed Use (MU)

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

CITY OF CRESTVIEW

Item # 7.3.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: 2nd Reading

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Dawn Barnes, Barry Henderson, Development Services Director
DATE:	3/23/2022
SUBJECT:	Ordinance 1858 - Lindberg Street Rezoning

BACKGROUND:

On February 9, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 200 Lindberg Street N.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Okaloosa County Mixed Use.

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

The Planning and Development Board recommended approval on March 7, 2022, and the first reading was approved by the City Council on March 14, 2022.

DISCUSSION:

The property description is as follows:

Property Owner:	Jtkl Investments LLC 316 NW Racetrack Rd Ft Walton Beach, FL 32547
Parcel ID:	18-3N-23-1800-0000-010B
Site Size:	1.89 acres
Current FLU:	Okaloosa County Mixed Use
Current Zoning:	Okaloosa County Mixed Use
Current Land Use:	Single Family Residential

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Commercial
East	Commercial (C)	Commercial Low-Intensity District (C-1)	Vacant
South	Okaloosa County Mixed Use	Okaloosa County Mixed Use and Commercial Low-Intensity District (C-1)	Residential
West	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential and Commercial

The subject property is currently single family residential, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use will be developed for commercial 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 February 14, 2022. The property was posted on February 18, 2022. An advertisement ran in the Crestview News Bulletin on February 24, 2022.

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 have been waived for this application as it was received during the moratorium on annexation fees. There is no additional cost of advertising as the rezoning request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1858 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1858

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 1.89 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 18, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY MIXED USE ZONING DISTRICT TO THE COMMERCIAL LOW-INTENSITY DISTRICT (C-1); PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 2 – PROPERTY REZONED. The following described 1.89 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 1.89 acres, more or less, being formerly zoned Okaloosa County Mixed Use with the Commercial (C) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1857, is hereby rezoned to Commercial Low-Intensity District (C-1) to wit:

PIN # 18-3N-23-1800-0000-010B

Tract 10, Plat 1, Oakcrest Farms and Groves, according to the map or plat thereof, recorded in Plat Book 1, Page(s) 74, Public Records of Okaloosa County, Florida. Aka 200 Lindberg St., Crestview, FL 32536

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

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

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

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

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

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1857 and becomes legally effective.

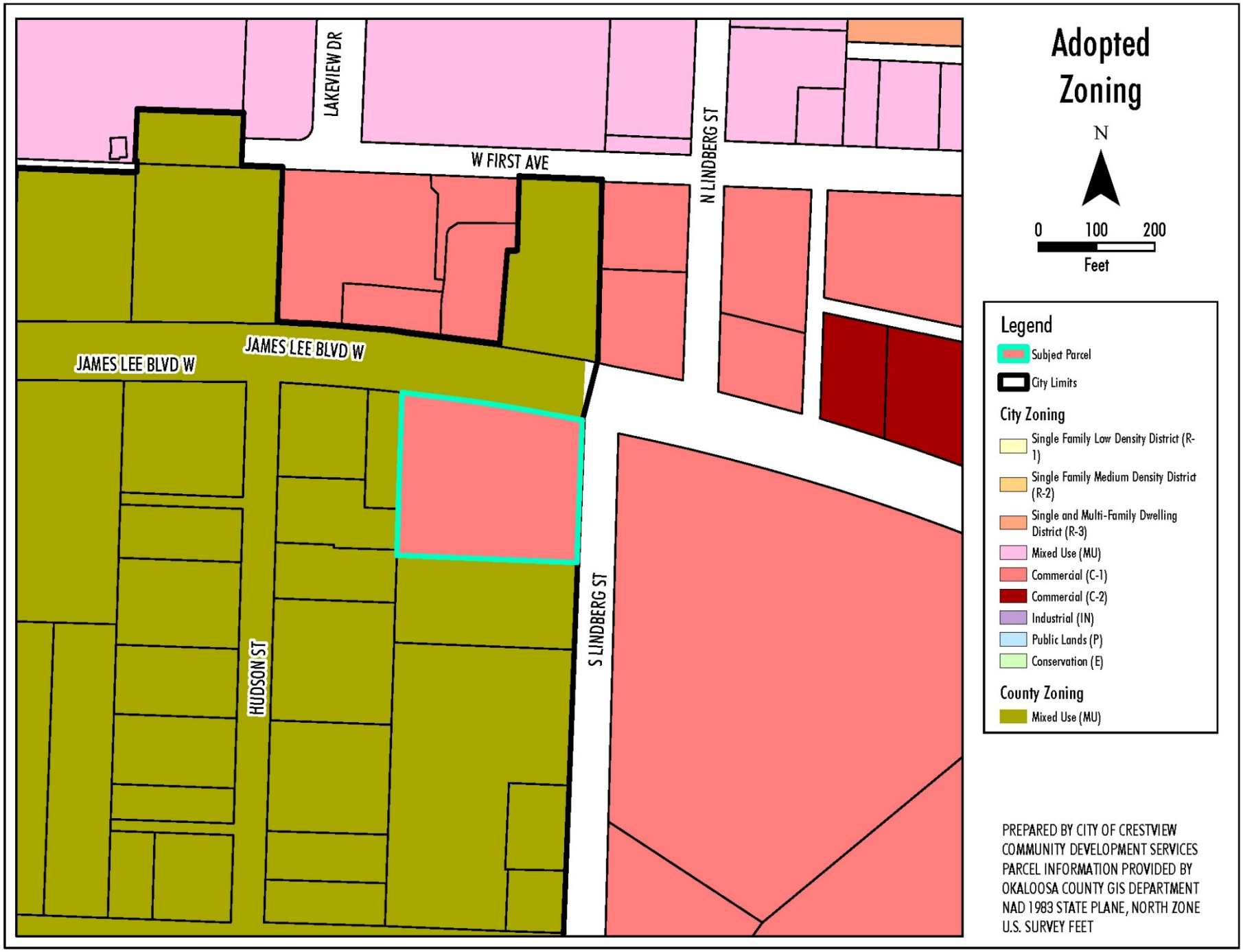
Passed and adopted on second reading by the City Council of Crestview, Florida on the 28th day of March, 2022.

ATTEST:

_____
Maryanne Schrader
City Clerk

Approved by me this 28th day of March, 2022.

_____
J. B. Whitten
Mayor


LAKEVIEW DR
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N LINDBERG ST
JAMES LEE BLVD W
JAMES LEE BLVD W
HUDSON ST
S LINDBERG ST
Adopted Zoning
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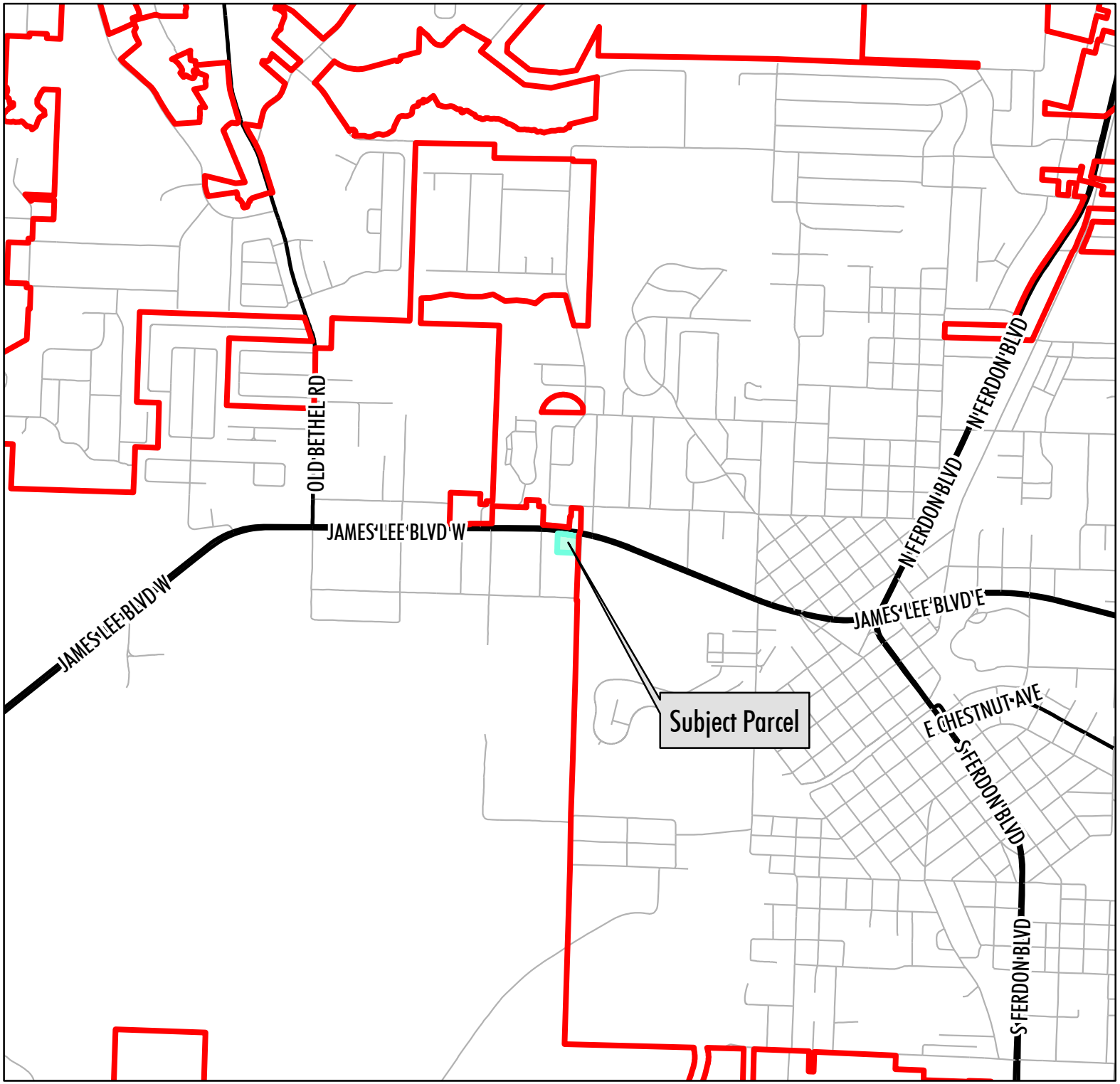
Legend
Subject Parcel
City Limits
City Zoning
Single Family Low Density District (R-1)
Single Family Medium Density District (R-2)
Single and Multi-Family Dwelling District (R-3)
Mixed Use (MU)
Commercial (C-1)
Commercial (C-2)
Industrial (IN)
Public Lands (P)
Conservation (E)
County Zoning
Mixed Use (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

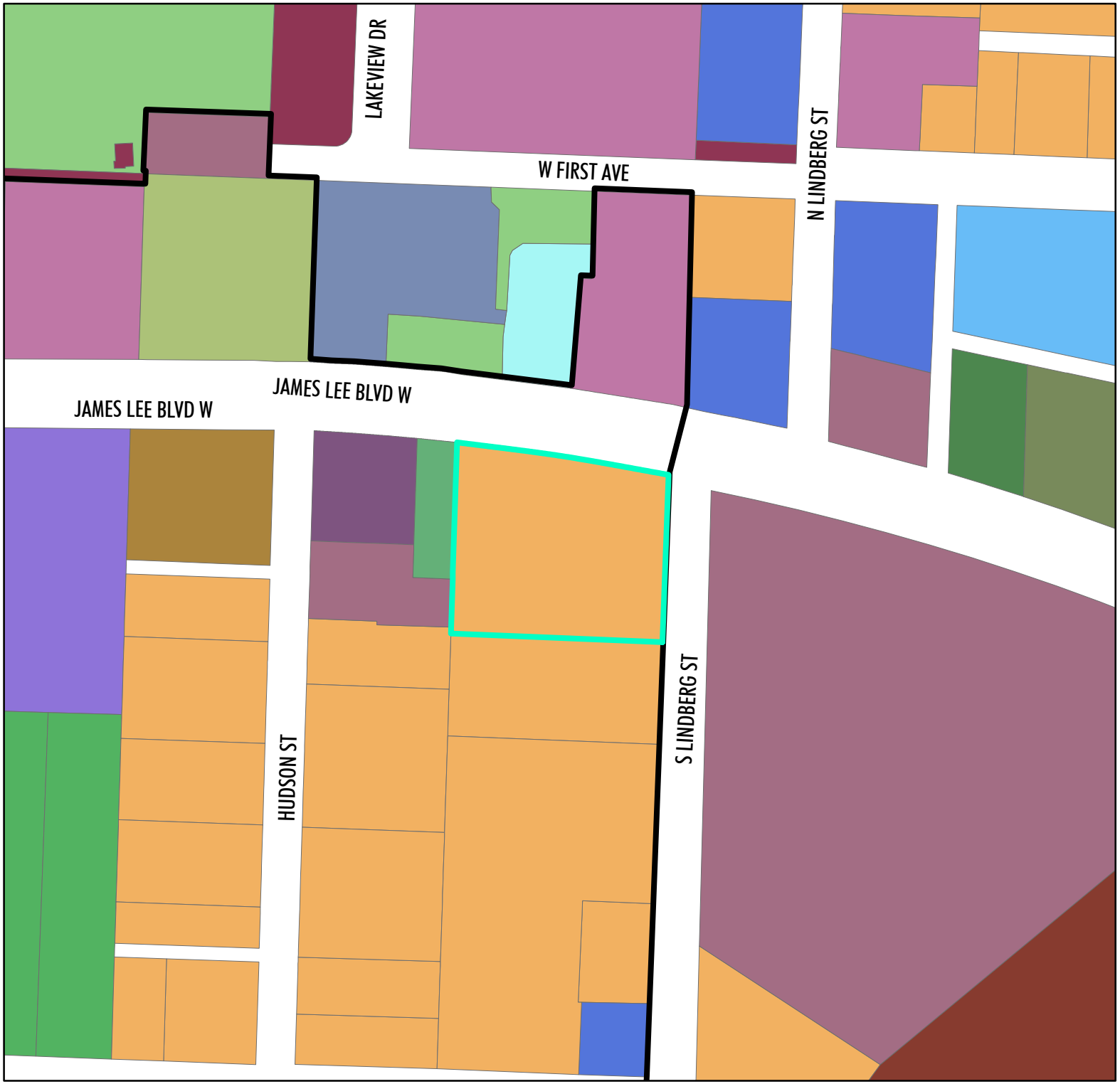
Vicinity Map



N

Not to Scale

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



Existing Use

N

0 100 200

Feet

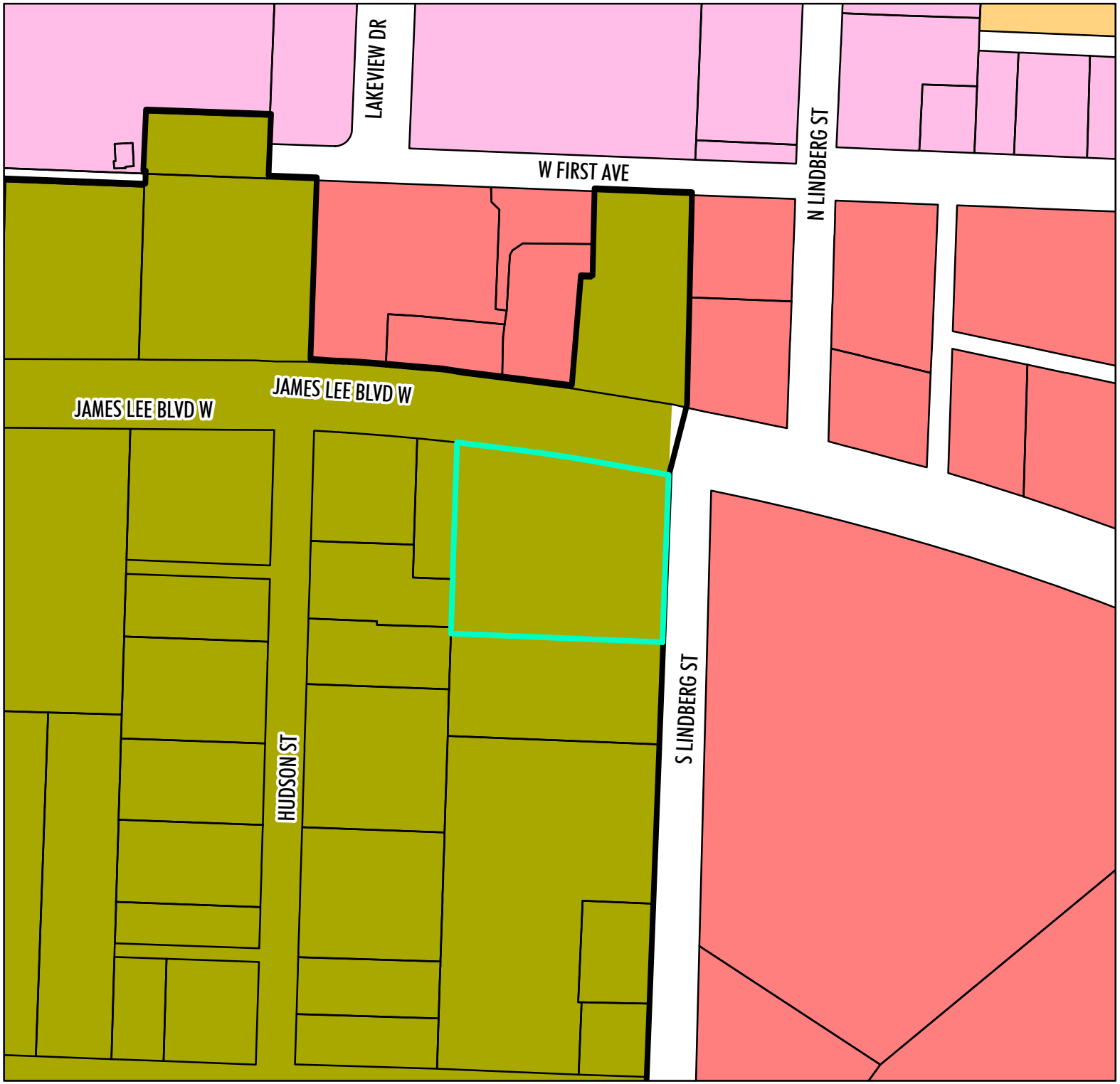
Legend

- Subject Parcel
- City Limits

Existing Use

- Florist
- Hotels/Mtl
- Light Manufacturing
- Mobile Home
- Mortuary
- Multi-Family
- Municipal
- No AG Acre
- Office Building
- Restaurant
- Single Family
- Store/Office
- Stores
- Supermarket
- Vacant
- Vacant Commercial
- Vehicle Sale
- Warehouse

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



Current Future Land Use

N

0 100 200

Feet

Legend

- Subject Parcel
- City Limits

City Future Land Use

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

County Future Land Use

- Mixed Use (MU)

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COMMUNITY DEVELOPMENT SERVICES
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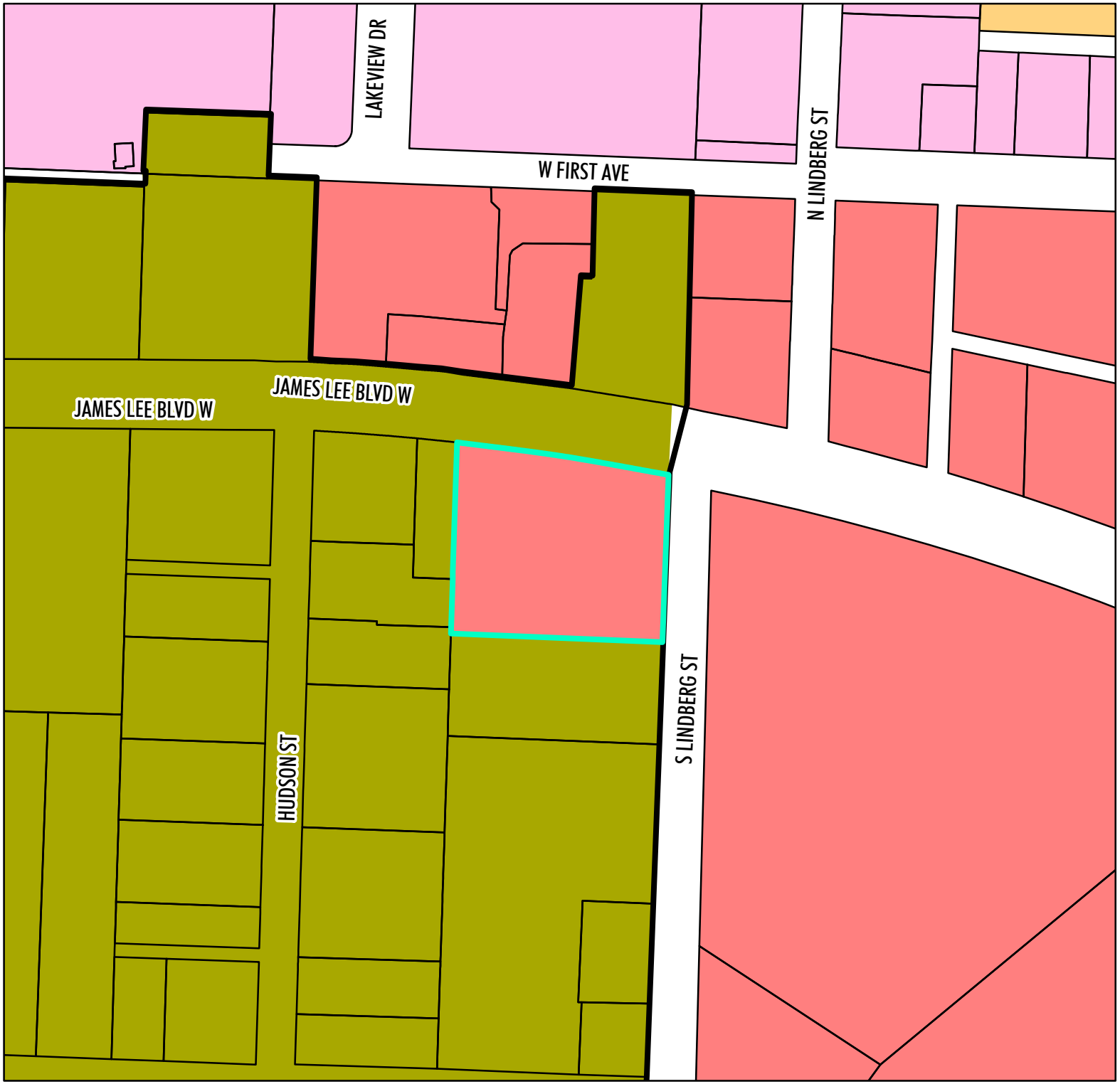
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Proposed Future Land Use

N

0 100 200

Feet

Legend

- Subject Parcel
- City Limits

City Future Land Use

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

County Future Land Use

- Mixed Use (MU)

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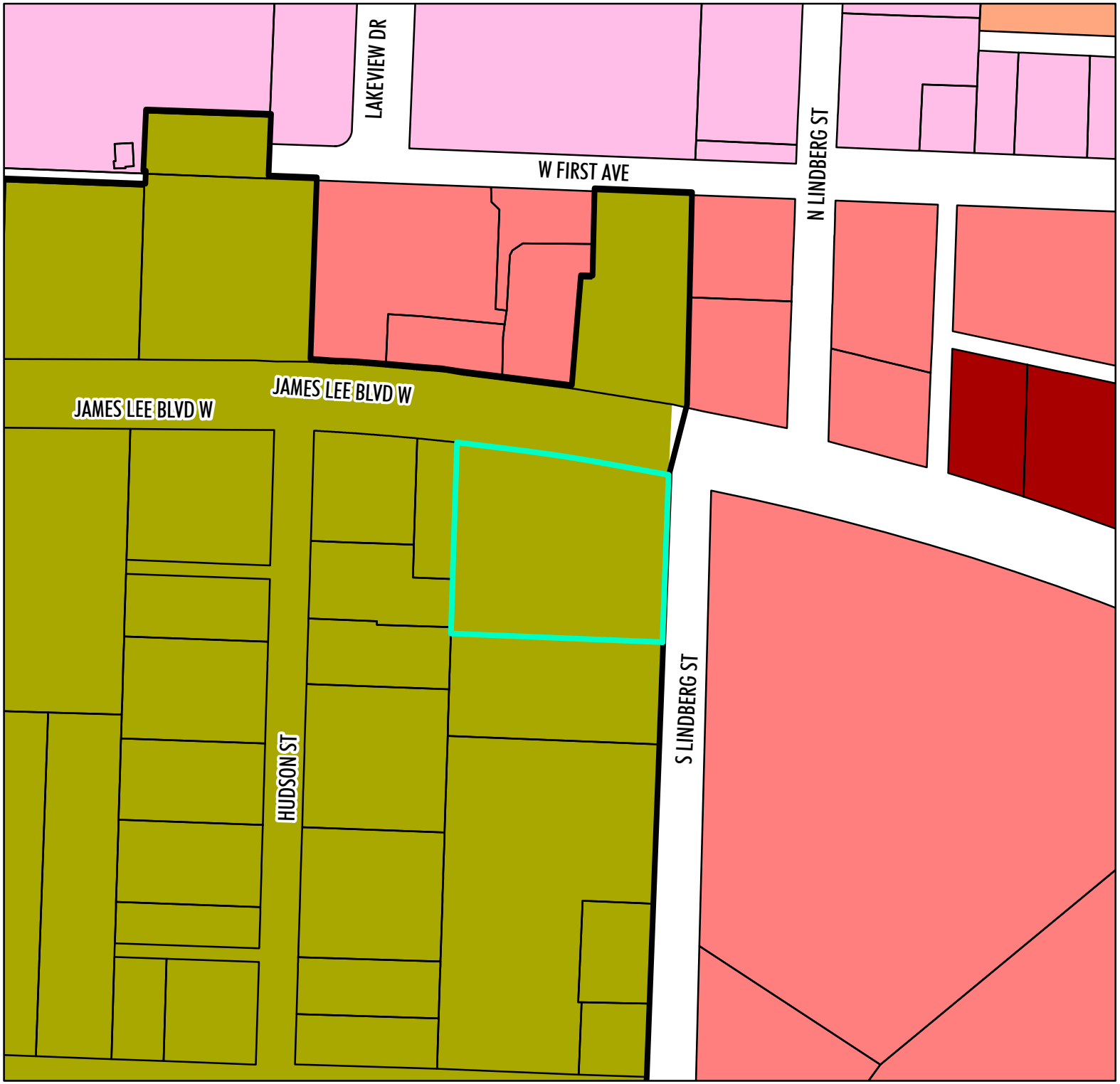

Current Zoning

N

0 100 200

Feet

Legend

Subject Parcel

City Limits

City

- 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

- Mixed Use (MU)

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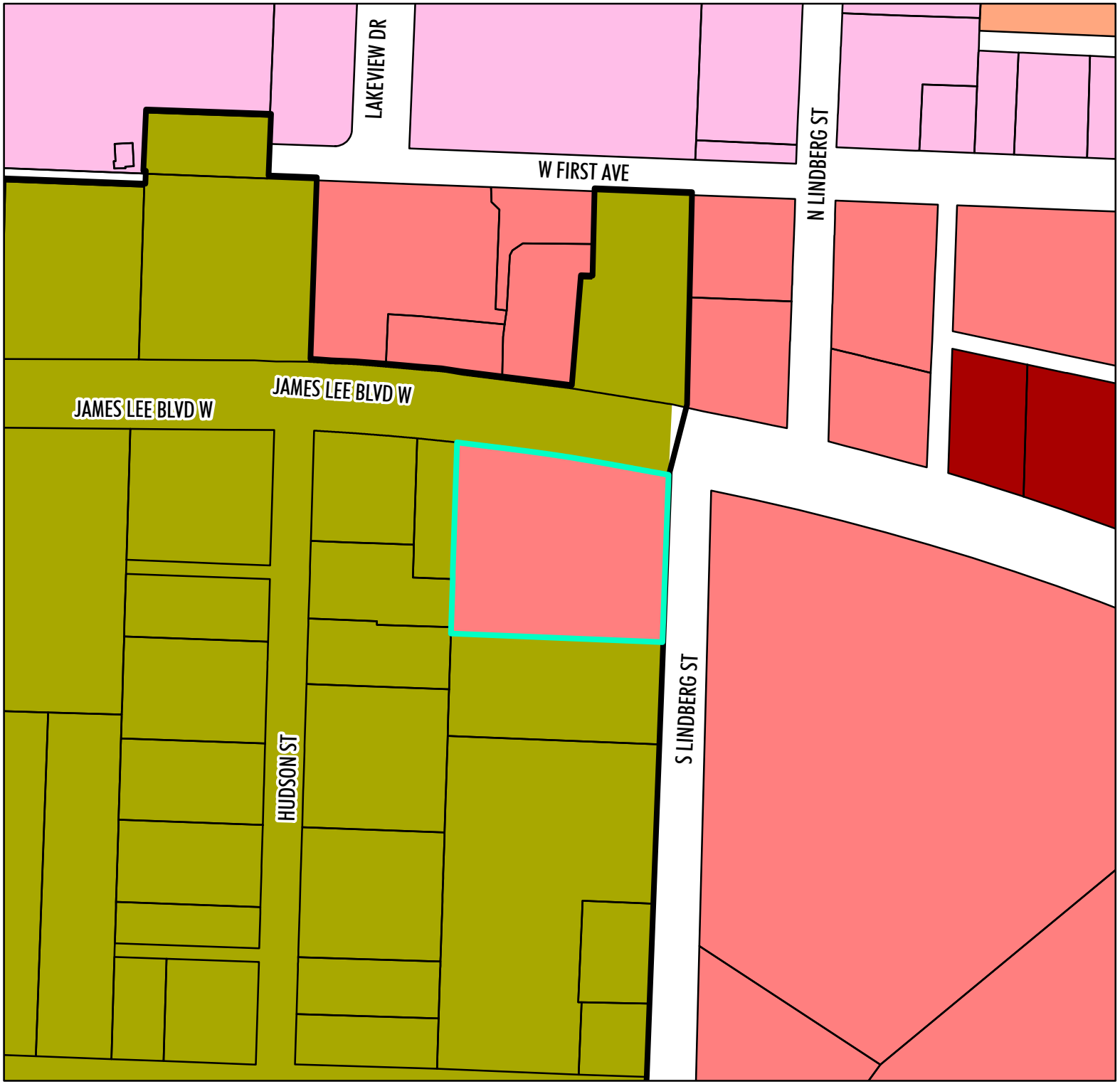

Proposed Zoning

N

0 100 200

Feet

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

- Mixed Use (MU)

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CITY OF CRESTVIEW

Item # 7.4.

Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022
TYPE OF AGENDA ITEM: 2nd Reading

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Dawn Barnes, Barry Henderson, Development Services Director
DATE:	3/23/2022
SUBJECT:	Ordinance 1859 - Crosson Street Rezoning

BACKGROUND:

On February 3, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 1000 Crosson Street.

The subject property is currently located within the city limits 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 on March 7, 2022, and the first reading was approved by the City Council on March 14, 2022.

DISCUSSION:

The property description is as follows:

Property Owner:	Crestview Crossing Power Center LLC 17 Eglin Pkwy SE Ft Walton Beach, FL 32548
Parcel ID:	A portion of 29-3N-23-0000-0025-0160
Site Size:	23.40 acres
Current FLU:	Commercial (C)
Current Zoning:	Commercial High-Intensity District (C-2)
Current Land Use:	Vacant

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

Direction	FLU	Zoning	Existing Use
North	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant
East	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant and Commercial
South	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant and Commercial

West	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant

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

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 February 14, 2022. The property was posted on February 18, 2022. An advertisement ran in the Crestview News Bulletin on February 24, 2022.

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 totaled $750.00. The cost of advertising was approximately $200.00.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1859 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1859

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 23.4 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 29, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE COMMERCIAL HIGH-INTENSITY DISTRICT (C-2) TO THE COMMERCIAL LOW-INTENSITY DISTRICT (C-1); PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 2 – PROPERTY REZONED. The following described 23.40 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 23.40 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 # A portion of 29-3N-23-0000-0025-0160

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, THENCE PROCEED SOUTH 02°12'41" WEST ALONG THE WEST LINE OF SAID SECTION 29 FOR A DISTANCE OF 669.10 FEET TO THE NORTHWEST CORNER OF THAT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2968, PAGE 4315 OF THE PUBLIC RECORDS OF SAID OKALOOSA COUNTY; THENCE DEPARTING SAID WEST LINE, PROCEED NORTH 85°45'05" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL FOR A DISTANCE OF 385.97 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 00°48'57" EAST FOR A DISTANCE OF 105.09 FEET; THENCE PROCEED NORTH 24°21'16" WEST FOR A DISTANCE OF 38.52 FEET; THENCE PROCEED NORTH 01°08'57" WEST FOR A DISTANCE OF 54.19 FEET; THENCE PROCEED NORTH 08°02'33" EAST FOR A DISTANCE OF 117.92 FEET; THENCE PROCEED NORTH 18°56'17" EAST FOR A DISTANCE OF 123.06 FEET; THENCE PROCEED NORTH 09°03'23" WEST FOR A DISTANCE OF 55.77 FEET; THENCE PROCEED NORTH 83°53'31" WEST FOR A DISTANCE OF 80.22 FEET; THENCE PROCEED NORTH 31°23'14" WEST FOR A DISTANCE OF 73.03 FEET; THENCE PROCEED SOUTH 84°27'31" EAST FOR A DISTANCE OF 119.95 FEET; THENCE PROCEED NORTH 44°29'14" EAST FOR A DISTANCE OF 137.55 FEET; THENCE PROCEED NORTH 40°14'35" EAST FOR A DISTANCE OF 82.32 FEET; THENCE PROCEED SOUTH 88°59'09" EAST FOR A DISTANCE OF 26.73 FEET; THENCE PROCEED NORTH 73°03'05" EAST FOR A DISTANCE OF 147.48 FEET; THENCE PROCEED NORTH 28°32'39" EAST FOR A DISTANCE OF 99.73 FEET; THENCE PROCEED NORTH 60°13'08" EAST FOR A DISTANCE OF 93.21 FEET; THENCE PROCEED SOUTH 89°43'36" EAST FOR A DISTANCE OF 86.92 FEET; THENCE PROCEED SOUTH 48°23'56" EAST FOR A

DISTANCE OF 98.50 FEET; THENCE PROCEED SOUTH 63°10'46" EAST FOR A DISTANCE OF 89.93 FEET; THENCE PROCEED SOUTH 70°06'39" EAST FOR A DISTANCE OF 87.92 FEET; THENCE PROCEED NORTH 82°26'59" EAST FOR A DISTANCE OF 138.29 FEET; THENCE PROCEED NORTH 74°46'48" EAST FOR A DISTANCE OF 30.52 FEET; THENCE PROCEED NORTH 89°24'10" EAST FOR A DISTANCE OF 57.15 FEET; THENCE PROCEED NORTH 80°26'21" EAST FOR A DISTANCE OF 101.74 FEET; THENCE PROCEED NORTH 54°23'18" EAST FOR A DISTANCE OF 108.23 FEET; THENCE PROCEED NORTH 69°57'20" EAST FOR A DISTANCE OF 53.94 FEET; THENCE PROCEED NORTH 81°30'11" EAST FOR A DISTANCE OF 71.58 FEET; THENCE PROCEED SOUTH 17°05'48" EAST FOR A DISTANCE OF 48.38 FEET; THENCE PROCEED SOUTH 74°43'18" EAST FOR A DISTANCE OF 130.19 FEET TO THE WESTERLY RIGHT OF WAY (R/W) LINE OF PRICE-GREGORY WAY (80' PUBLIC R/W), SAID POINT BEING ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 310.00 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVED R/W FOR AN ARC DISTANCE OF 44.31 FEET (CHORD BEARING SOUTH 06°36'19" WEST, CHORD = 44.27 FEET, DELTA = 8°11'22") TO THE PONT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 02°16'07" WEST ALONG SAID WESTERLY R/W FOR A DISTANCE OF 88.48 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVED R/W FOR AN ARC DISTANCE OF 39.21 FEET (CHORD BEARING = SOUTH 47°38'11" WEST, CHORD = 35.32 FEET, DELTA = 89°49'06") TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEING ON THE NORTHERLY R/W LINE OF CROSSON STREET (R/W VARIES); THENCE PROCEED NORTH 87°41'51" WEST ALONG SAID NORTHERLY R/W FOR A DISTANCE OF 289.73 FEET TO THE WESTERLY R/W OF SAID CROSSON STREET; THENCE DEPARTING SAID NORTHERLY R/W, PROCEED SOUTH 02°16'53" WEST ALONG SAID WESTERLY R/W FOR A DISTANCE OF 49.98 FEET TO THE SOUTHERLY R/W OF SAID CROSSON STREET; THENCE PROCEED SOUTH 87°41'49" EAST ALONG SAID SOUTHERLY R/W FOR A DISTANCE OF 234.84 FEET; THENCE PROCEED SOUTH 02°27'36" WEST ALONG SAID SOUTHERLY R/W FOR A DISTANCE OF 181.97 FEET; THENCE PROCEED SOUTH 87°33'04" EAST ALONG SAID SOUTHERLY R/W FOR A DISTANCE OF 100.08 FEET; THENCE PROCEED NORTH 02°26'58" EAST ALONG SAID SOUTHERLY R/W FOR A DISTANCE OF 99.99 FEET; THENCE PROCEED SOUTH 87°08'08" EAST ALONG SAID SOUTHERLY R/W FOR A DISTANCE OF 33.71 FEET; THENCE PROCEED NORTH 07°22'59" EAST ALONG SAID SOUTHERLY R/W FOR A DISTANCE OF 67.14 FEET; THENCE PROCEED SOUTH 87°38'52" EAST ALONG SAID SOUTHERLY R/W FOR A DISTANCE OF 91.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 690.00 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVED R/W FOR AN ARC DISTANCE OF 55.22 FEET (CHORD BEARING = SOUTH 85°16'15" EAST, CHORD = 55.21 FEET, DELTA = 04°35'08"); THENCE DEPARTING SAID SOUTHERLY R/W, PROCEED SOUTH 23°45'46" WEST FOR A DISTANCE OF 72.17 FEET; THENCE PROCEED SOUTH 10°45'20" WEST FOR A DISTANCE OF 55.01 FEET; THENCE PROCEED SOUTH 17°12'28" EAST FOR A DISTANCE OF 68.61 FEET; THENCE PROCEED SOUTH 08°29'14" EAST FOR A DISTANCE OF 51.59 FEET TO THE NORTHERLY R/W LINE OF MIRAGE AVENUE (R/W VARIES); THENCE PROCEED SOUTH 73°45'24" WEST ALONG SAID NORTHERLY R/W LINE FOR A DISTANCE OF 475.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 330.00 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVED R/W FOR AN ARC DISTANCE OF 69.07 FEET (CHORD BEARING = SOUTH 67°45'34" WEST, CHORD = 68.94 FEET, DELTA = 11°59'29") TO THE POINT OF TANGENCY OF SAID

CURVE; THENCE PROCEED SOUTH 61°45'49" WEST ALONG SAID NORTHERLY R/W AND THE NORTH LINE OF THAT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2434, PAGE 3587, OF THE PUBLIC RECORDS OF SAID COUNTY, FOR A DISTANCE OF 207.13 FEET; THENCE PROCEED SOUTH 85°45'05" WEST ALONG SAID NORTH LINE AND THE NORTH LINE OF THE AFORESAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2968, PAGE 4315 FOR A DISTANCE OF 959.07 FEET TO THE POINT OF BEGINNING. LYING IN AND BEING A PORTION OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY AND CONTAINING 23.4 ACRES MORE OR LESS.

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.

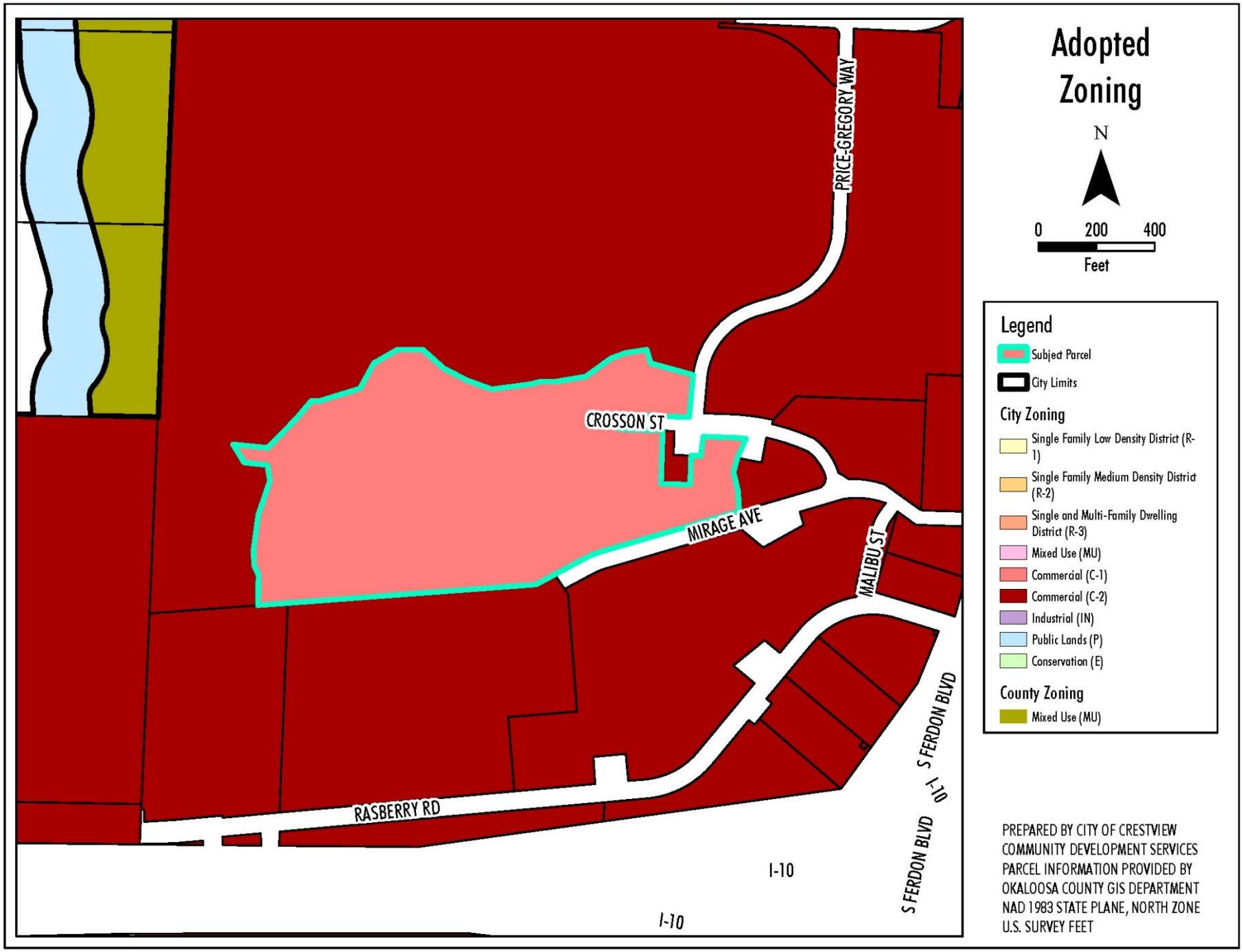
Passed and adopted on second reading by the City Council of Crestview, Florida on the 28th day of March, 2022.

ATTEST:

_____
Maryanne Schrader
City Clerk

Approved by me this 28th day of March, 2022.

_____
J. B. Whitten
Mayor


Adopted Zoning
N
0 200 400
Feet
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
Mixed Use (MU)
PRICE-GREGORY WAY
CROSSON ST
MIRAGE AVE
MALIBU ST
RASBERRY RD
S FERDON BLVD
I-10
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
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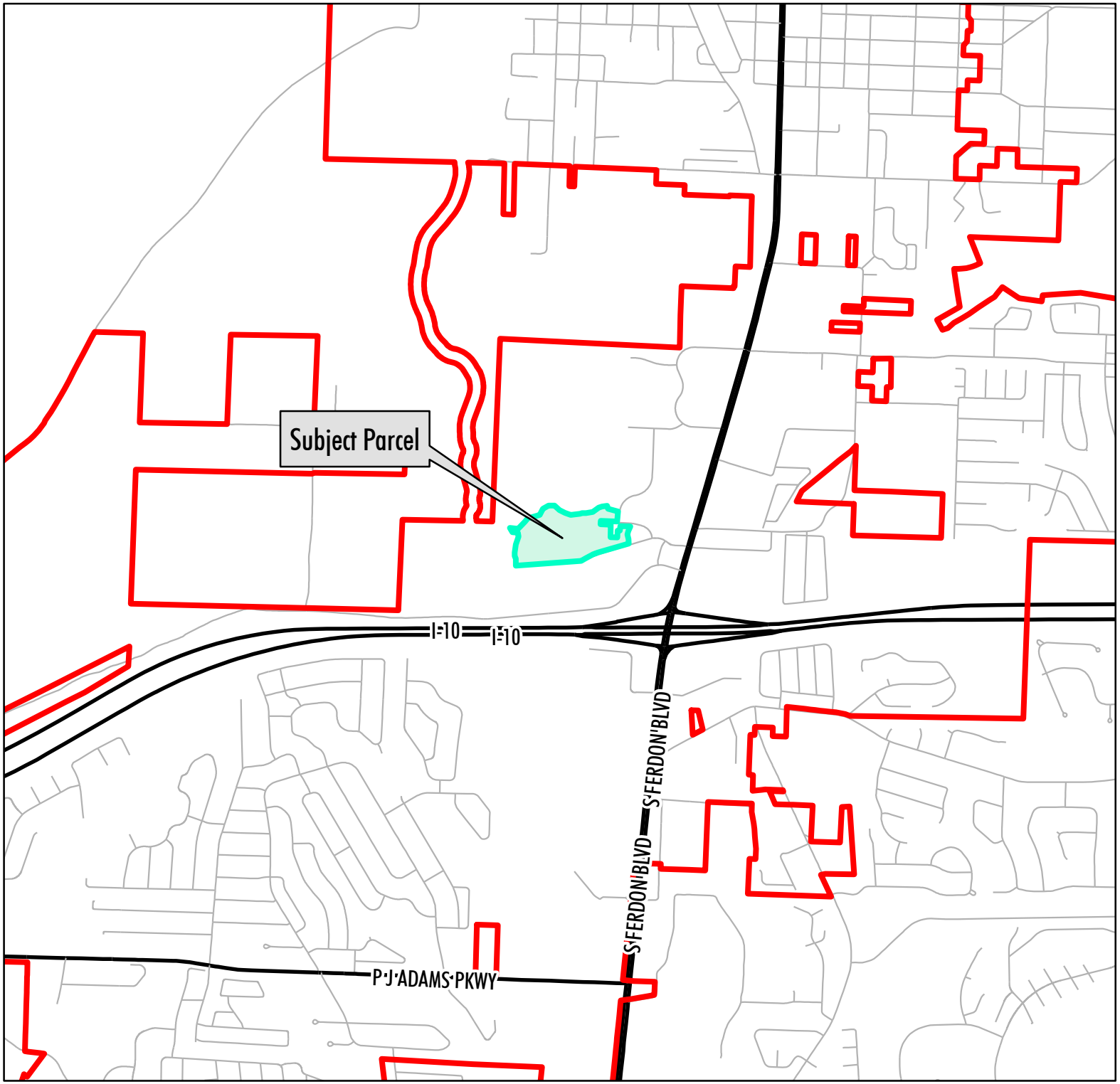
Vicinity Map



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Not to Scale

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U.S. SURVEY FEET

Existing Use

N

0 200 400

Feet

Legend

- Subject Parcel
- City Limits

Existing Use

- Hotels and
- Municipal
- No AG Acre
- Profession
- Restaurant
- Stores
- Supermarket
- Timberland
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Wasteland

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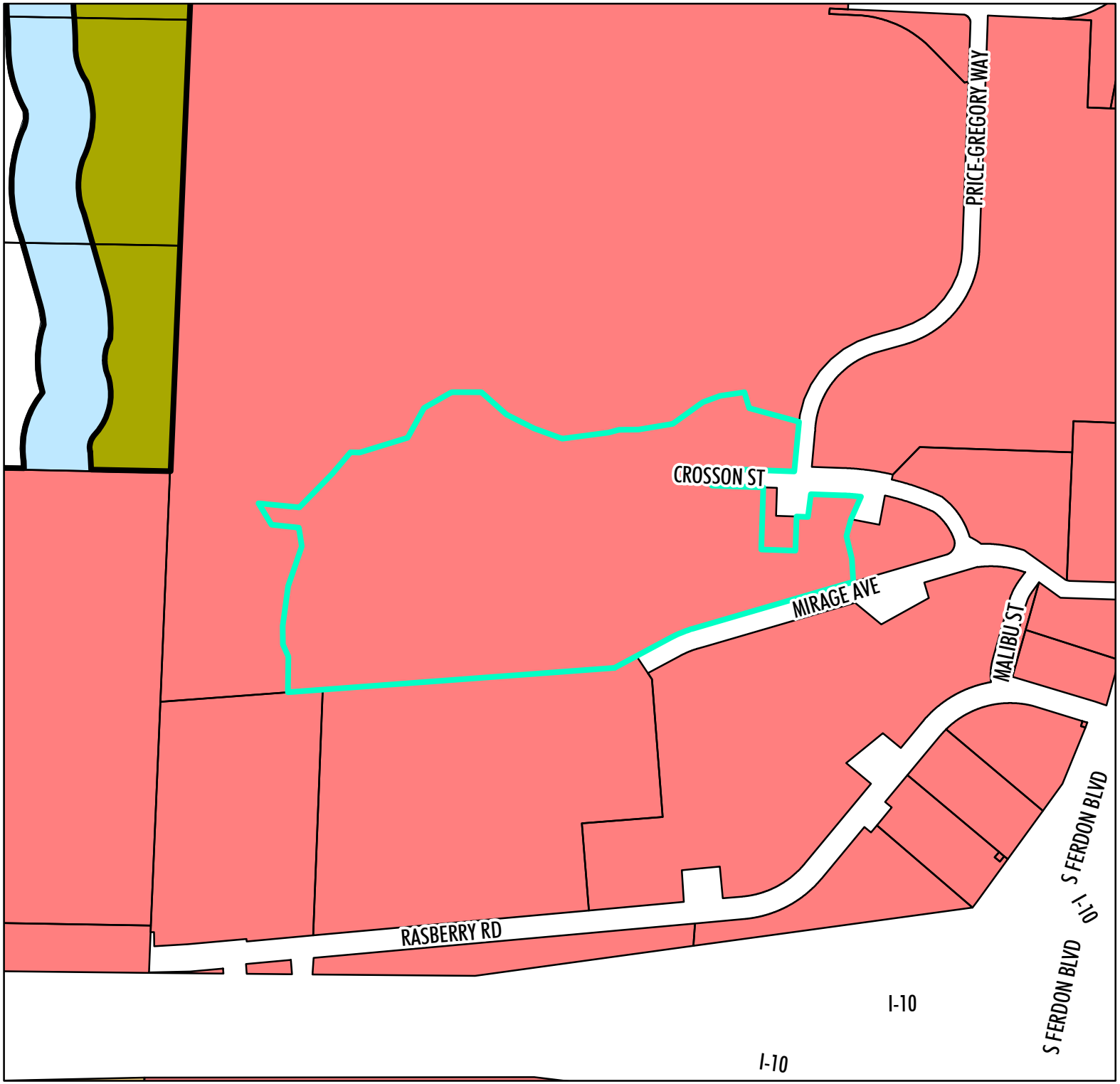

Current Future Land Use

N

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Feet

Legend

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County Future Land Use

- Mixed Use (MU)

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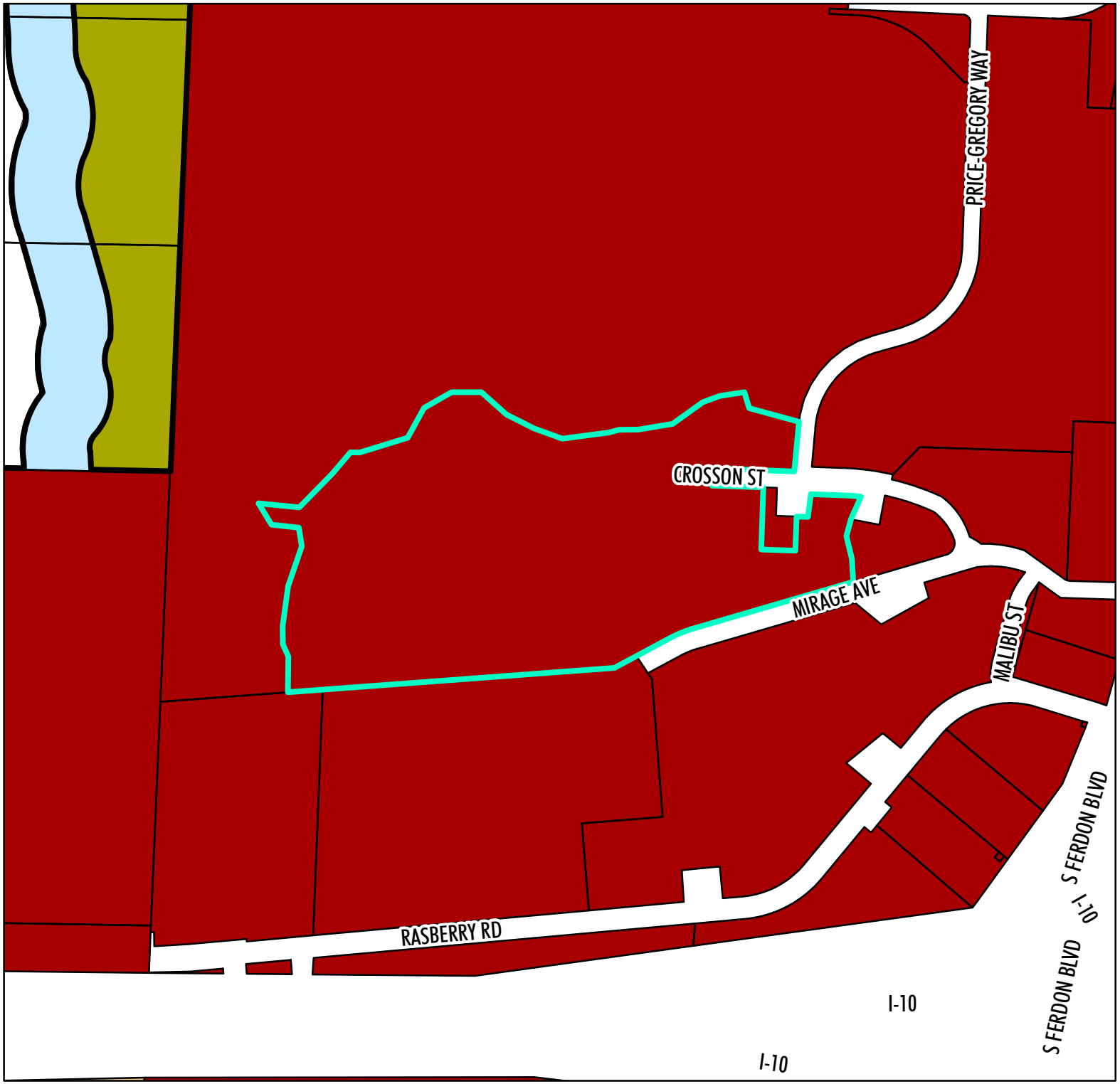

Current Zoning

N

0 200 400

Feet

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

- Mixed Use (MU)

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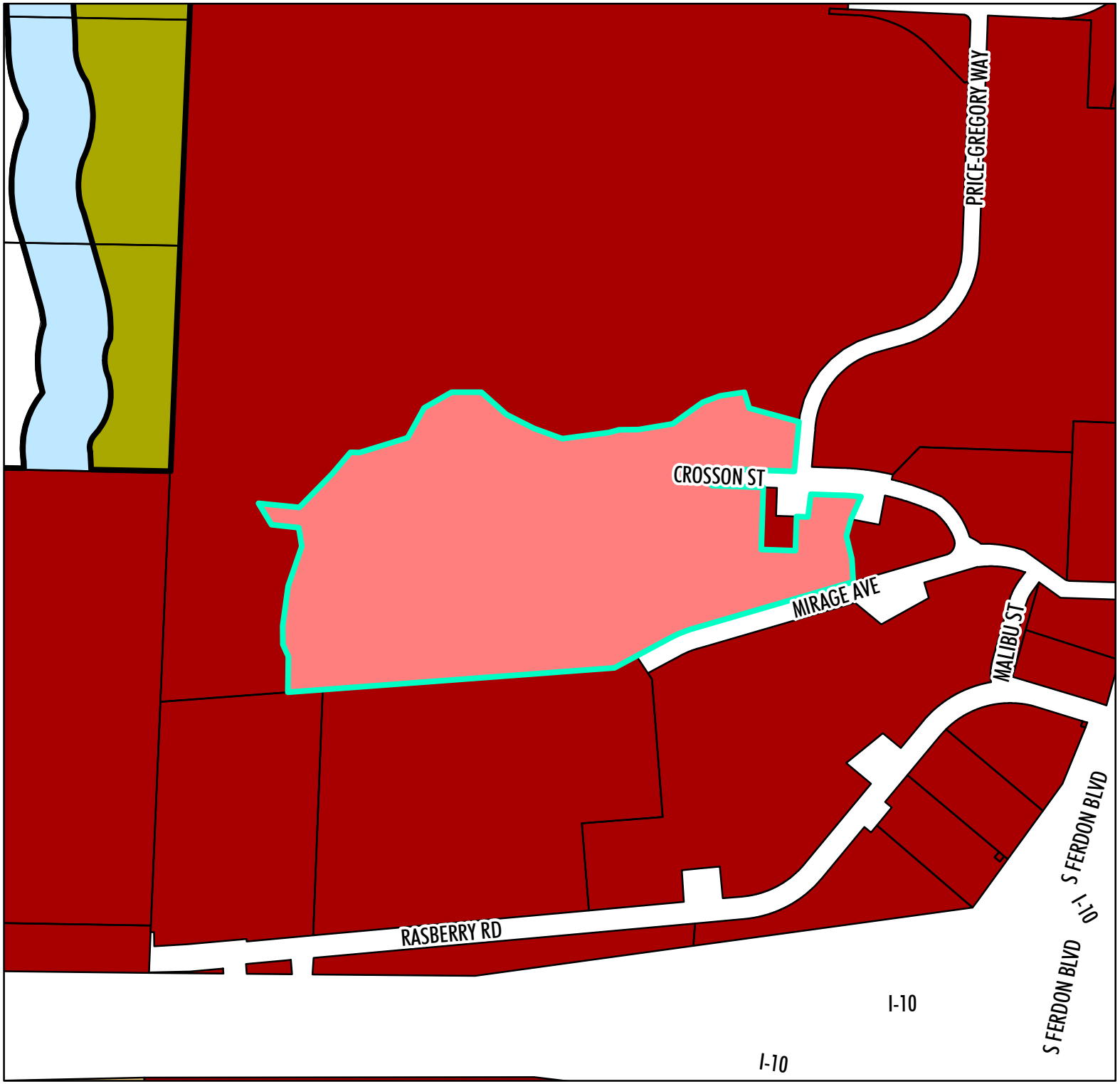

Proposed Zoning

N

0 200 400

Feet

Legend

- Subject Parcel
- City Limits

City Zoning

- Single Family Low Density District (R-1)
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