CITY OF CRESTVIEW

CITY COUNCIL

CITY COUNCIL AGENDA
REGULAR COUNCIL MEETING
April 11, 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 by 3:00 p.m. the day of the meeting to cityclerk@cityofcrestview.org.

1. Call to Order

2. Invocation, Pledge of Allegiance

2.1. Pastor Josh Neel - Hope City Community Church

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

5.1. Proclamation declaring April as Child Abuse Awareness Month

5.2. Proclamation declaring April 11th as Sister Cities Day

6. Consent Agenda

6.1. Fire Department Personal Protection Equipment (PPE)

6.2. Approval of March 28, 2022 City Council Regular Meeting Minutes - Draft

6.3. Consulting Services for Computerized Maintenance Management System Implementation Plan

6.4. Redstone Avenue Improvements Task Orders

6.5. Police Benefits Package Update

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Ordinance 1860 - Lindley Road Rezoning

8.2. Ordinance 1861 - Antioch Road Annexation

8.3. Ordinance 1862 - Antioch Road Comprehensive Plan Amendment

8.4. Ordinance 1863 - Antioch Road Rezoning

9. Resolutions

9.1. Budget Amendment

10. Action Items

10.1. Shoal River Landing Phase 2A

10.2. Emergency Repair of Texas Parkway and Phillip Drive Drainage Structures

11. City Clerk Report

11.1. Public Records Portal Update

12. City Manager Report

12.1. Financial Update - City Manager

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 two 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 option 2 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: April 11, 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:	4/6/2022
SUBJECT:	Proclamation declaring April as Child Abuse Awareness Month

BACKGROUND:

April is National Child Abuse Awareness Month

DISCUSSION:

The Florida Guardian Ad Litem Program is active in the City of Crestview, Okaloosa County

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

n/a

RECOMMENDED ACTION

Mayor J.B. Whitten declares the month of April as Child Abuse Awareness Month

Attachments

1. Proclamation -Child Abuse Awareness Month

Proclamation

WHEREAS, April is National Child Abuse Awareness Month, and

WHEREAS, 60% of the children in the system have no access to a volunteer to represent them, and

WHEREAS, abuse and neglect have long-term personal, economic, and social costs, hurting children today and impacting on their future, and

WHEREAS, the Guardian Ad Litem Program is a force of volunteers who advocate on behalf of children who have been abused, neglected, or abandoned, and

WHEREAS, the Guardian Ad Litem Program helps to improve the quality of information presented to the court by acting as the court's eyes and ears in the child's life, and

WHEREAS, the Guardian Ad Litem, through its volunteers, advocates, protects, and defends children from harm, ensures that all these children are provided with the court-ordered services they need, and works to assist in developing a plan that will provide these children with a safe, permanent home, and

WHEREAS, the Florida Guardian Ad Litem Program is very active in Okaloosa County and the City of Crestview

NOW, THEREFORE I, JB Whitten and our City Council do hereby declare the month of April as Child Abuse Awareness Month in the City of Crestview

CHILD ABUSE AWARENESS MONTH

DULY PASSED AND ADOPTED ON THIS 11TH DAY OF APRIL 2022

Mayor JB Whitten
City of Crestview

CITY OF CRESTVIEW

Item # 5.2.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 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:	4/6/2022
SUBJECT:	Proclamation declaring April 11th as Sister Cities Day

BACKGROUND:

The City of Crestview is a Sister City of Noirmoutier France.

DISCUSSION:

GOALS & OBJECTIVES

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

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

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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

n/a

RECOMMENDED ACTION

Mayor J.B. Whitten will present the proclamation.

Attachments

None

CITY OF CRESTVIEW Item # 6.1.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Gina Toussaint, Finance Director, Anthony Holland, Fire Chief
DATE:	4/6/2022
SUBJECT:	Fire Department Personal Protection Equipment (PPE)

BACKGROUND:

Personal Protective Equipment (PPE) consists of bunker coat and bunker pants. Since bunker gear has a shelf life of 10 years and for the safety of our firefighters, approximately 10 new sets of gear are budgeted for and purchased each fiscal year. This is to ensure the availability of necessary safety equipment at all times.

DISCUSSION:

To stay in line with the budget and due to price increases, the Fire Department is requesting to purchase only nine (9) new sets of gear this fiscal year. The unit cost is $3,298.00 for a total estimated cost of $29,682.00.

Per the City's purchasing policy, items exceeding $25,000.00 typically are required to go through the bid process. However, also, per the purchasing policy, **Section 3 (K)** offers a "piggyback" option as follows:

State Contracts and Other Government Agency Contracts – (Piggybacking)*:*

"State, Government Agency, and other organizations' contracts have already been competitively bid; therefore, the need to bid is satisfied for purchases of this nature. This method of purchase is commonly known as "piggybacking" and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid. The requesting department will be required to demonstrate that a competitive bidding process was used in the initial selection process. The Finance Director will have the final say in determining if the selection process was consistent with the desired outcome of section 3."

After careful consideration and research, staff determined North American Fire Equipment Co., Inc. (NAFECO) would be the most suitable vendor. This requested purchase would "piggyback" Lake County, FL Contract No. 17-0606. Attached documentation has been obtained and provided to meet the "piggyback" purchasing requirements set forth in the City's current purchasing manual. These have been reviewed and approved by the finance director.

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.
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FINANCIAL IMPACT

The total cost of the nine (9) sets of bunker gear is estimated to be $29,682.00 and is available in the current year's fire department uniform budget.

RECOMMENDED ACTION

Staff respectfully requests City Council to give approval to "piggyback" off of Lake County, Florida's contract to purchase $29,682.00 in bunker gear from NAFECO.

Attachments

1. Bid Acceptance
2. Contract
3. JSTEINE6_QUOTENEW_M405152911
4. Lake County FL 17-0606 _ Original NAFECO Submission

~ ORIGINAL SUBMISSION ~

LAKE COUNTY
FLORIDA

CONTRACT NO. 17-0606I

Fire Equipment Parts – Supplies - Service

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of NAFECO (hereinafter "Contractor") to supply fire equipment parts, supplies, and services to the County pursuant to County Bid number 17-0606 (hereinafter "Bid"), addenda nos. 1 and 2, opening date 12/13/2016 and Contractor's Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through.

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate – an acceptable insurance certificate (in accordance with Section 1.8 of Bid) must be received and approved by County Risk Management prior to any purchase transactions against the contract.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from July 1, 2017 through June 30, 2018 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: _____
Senior Contracting Officer

Date: 3-21-2017

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

LAKE COUNTY, FL
CONTRACT 17-0606
UPDATE

CONTRACTOR: North America Fire Equipment Co., Inc. (NAFECO

Contact / Emergency Contact for this contract shall now be listed as below for all manufacturer and contract questions:

NAFECO Corporate Office
1-800-628-6233

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

1. Modification No.: 6 Effective Date: January 19, 2022	2. Contract No.: 17-06061 Effective Date: July 1, 2017
3. Contracting Officer: Gretchen Bechtel Email: gbechtel@Lakecoountyfl.gov Telephone Number: (352) 343-9765	5. Contractor Name and Address: North American Fire Equipment Co., Inc. (NAFECO) 1515 West Moulton Street Decatur, AL 35601 Attn: Dale West, Vice President
4. Issued By: Lake County Procurement Services 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: Contract modification to add correct contact information for additional manufacturers per the attached.

8. Contractor's Signature **REQUIRED** Name: Ronald Woodall Title: VICE PRESIDENT Date: 1/31/22	9. Lake County, Florida By: Gretchen Bechtel, CPPB, Contracting Officer II Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.01.31 14:15:55 -05'00' Date

NAFECO

10. Distribution:

Original - Bid No. 17-06061
Copies - Contractor
Contracting Officer

ADDITIONAL BRAND PRICING

Submit this form to request additional brand(s) be added to your agreement with Lake County under ITB 17-0606.

MANUFACTURER / BRAND: FIRECRAFT SAFETY

Discount from current price list 8.0 %

Price List No. _____ Date of Price List Feb 1, 2021

Warranty Lifetime-defects & workmanship

Stocking Distributor? Yes x No ____

Hourly rate for repair and service $ n/a (per hour)
Contact Information: NAFECO Corporate Office, 800-628-6233

MANUFACTURER / BRAND: BLACK DIAMOND BOOTS

Discount from current price list 18.0 %

Price List No. _____ Date of Price List Jan 1, 2021

Warranty One Year

Stocking Distributor? Yes x No ____

Hourly rate for repair and service $ n/a (per hour)
Minimum Order: $100
Contact Information: NAFECO Corporate Office, 800-628-6233

MANUFACTURER / BRAND: LION HELMETS

Discount from current price list 31.0 %

Price List No. HELMETS Date of Price List July 1, 2020

Warranty Five Years

Stocking Distributor? Yes x No ____

Hourly rate for repair and service $ N/A (per hour)
Contact Information: NAFECO Corporate Office, 800-628-6233

MANUFACTURER / BRAND: LION FIRE BOOTS

Discount from current price list 31.0 %

Price List No. FIRE BOOTS Date of Price List July 1, 2020

Warranty One Year

Stocking Distributor? Yes x No ____

Hourly rate for repair and service $ N/A (per hour)
Contact Information: NAFECO Corporate Office, 800-628-6233

ADDITIONAL BRAND PRICING

Submit this form to request additional brand(s) be added to your agreement with Lake County under ITB 17-0606.

MANUFACTURER / BRAND: LION PARTICULATE BLOCKING HOOKS

Discount from current price list 18.0 %

Price List No. TURNOUT GEAR Date of Price List July 1, 2020

Warranty One Year

Stocking Distributor? Yes x No____

Hourly rate for repair and service $ N/A (per hour)
Contact Information: NAFECO Corporate Office, 800-628-6233

MANUFACTURER / BRAND: LION GLOVES

Discount from current price list 13.0 %

Price List No. GLOVES Date of Price List July 1, 2020

Warranty One Year

Stocking Distributor? Yes x No____

Hourly rate for repair and service $ N/A (per hour)
Contact Information: NAFECO Corporate Office, 800-628-6233

MANUFACTURER / BRAND: LION MED-PRO EMS GARMENTS

Discount from current price list 11.0 %

Price List No. MED-PRO Date of Price List July 1, 2020

Warranty One Year

Stocking Distributor? Yes____ No x

Hourly rate for repair and service $ N/A (per hour)
Contact Information: NAFECO Corporate Office, 800-628-6233

MANUFACTURER / BRAND: LION VERSA PRO DUAL CERTIFIED GARMENTS

Discount from current price list 11.0 %

Price List No. VERSA PRO Date of Price List July 1, 2020

Warranty ONE YEAR

Stocking Distributor? Yes____ No X

Hourly rate for repair and service $ N/A (per hour)
Contact Information: NAFECO Corporate Office, 800-628-6233

ADDITIONAL BRAND PRICING

Submit this form to request additional brand(s) be added to your agreement with Lake County under ITB 17-0606.

MANUFACTURER / BRAND: LION TR51 TECHNICAL RESCUE GARMENTS

Discount from current price list 31.0 %

Price List No. TR51 Date of Price List July 1, 2020

Warranty ONE YEAR

Stocking Distributor? Yes ____ No X

Hourly rate for repair and service $ Priced per type (per hour)
of repair needed, not hourly

Contact Information: NAFECO Corporate Office, 800-628-6233

MANUFACTURER / BRAND: LION STRUCTURAL TURNOUT GEAR

Discount from current price list 31.0 %

Price List No. TURNOUT GEAR Date of Price List July 1, 2020

Warranty USEFUL LIFE

Stocking Distributor? Yes X No ____

Hourly rate for repair and service $ Priced per type (per hour)
of repair needed, not hourly

Contact Information: NAFECO Corporate Office, 800-628-6233

MANUFACTURER / BRAND: _____

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ____ No ____

Hourly rate for repair and service $ _____ (per hour)

MANUFACTURER / BRAND: _____

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ____ No ____

Hourly rate for repair and service $ _____ (per hour)

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

1. Modification No.: 5 Effective Date: March 30, 2021	2. Contract No.: 17-06061 Effective Date: July 1, 2017
3. Contracting Officer: Gretchen Bechtel Email: GBechtel@LakecountyFL.gov Telephone Number: (352) 343-9765	5. Contractor Name and Address: North American Fire Equipment Co., Inc. (NAFECO) 1515 West Moulton Street Decatur, AL 35601 Attn: Dale West, Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: Contract modification to included additional manufacturers. See Attached..

8. Contractor's Signature **REQUIRED** Name: Arnold Woodall Title: Vice President Date: 3/30/21	9. Lake County, Florida By: [signature] Contracting Officer II 3/31/2021 Date

NAFECO

10. Distribution:

Original - Bid No. 17-06061
Copies - Contractor
Contracting Officer

Additional Manufacturers/Product Lines

Manufacturer: FIRECRAFT SAFETY PRODUCTS

Discount from current price list 8.0 %

Price List No. _____ Date of Price List February 1, 2021

Warranty Lifetime-defects & workmanship

1. Stocking Distributor? Yes X No ____

Lead time: 7-21 Days ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $ N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Kevin Brown, Territory Manager-Eastern FL; 386-225-6767

Manufacturer: BLACK DIAMOND BOOTS

Discount from current price list 18.0 %

Price List No. _____ Date of Price List January 1, 2021

Warranty One Year

Stocking Distributor? Yes X No ____

Lead time: 7-30 Days ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $ 100.00

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Kevin Brown, Territory Manager-Eastern FL; 386-225-6767

Additional Manufacturers/Product Lines

Manufacturer: LION HELMETS

Discount from current price list 31.0 %

Price List No. HELMETS Date of Price List JULY 1, 2020

Warranty FIVE YEARS

1. Stocking Distributor? Yes X No ____

Lead time: 7-30 DAYS ARO

Hourly rate for repair and service $N/A (per hour)

Minimum order (if any) $N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Kevin Brown, Territory Manager-Eastern FL; 386-225-6767

Manufacturer: LION FIRE BOOTS

Discount from current price list 31.0 %

Price List No. FIRE BOOTS Date of Price List JULY 1, 2020

Warranty ONE YEAR

Stocking Distributor? Yes X No ____

Lead time: 7-30 DAYS ARO

Hourly rate for repair and service $N/A (per hour)

Minimum order (if any) $N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Kevin Brown, Territory Manager-Eastern FL; 386-225-6767

Additional Manufacturers/Product Lines

Manufacturer: LION PARTICULATE BLOCKING HOODS

Discount from current price list 18.0 %

Price List No. TURNOUT GEAR Date of Price List JULY 1, 2020

Warranty ONE YEAR

1. Stocking Distributor? Yes X No____

Lead time: 7-21 DAYS ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $ N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Kevin Brown, Territory Manager-Eastern FL; 386-225-6767

Manufacturer: LION GLOVES

Discount from current price list 13.0 %

Price List No. GLOVES Date of Price List JULY 1, 2020

Warranty ONE YEAR

Stocking Distributor? Yes X No____

Lead time: 7-21 DAYS ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $ N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Kevin Brown, Territory Manager-Eastern FL; 386-225-6767

Additional Manufacturers/Product Lines

Manufacturer: LION MED-PRO EMS GARMENTS

Discount from current price list 11.0 %

Price List No. MED-PRO Date of Price List JULY 1, 2020

Warranty ONE YEAR

1. Stocking Distributor? Yes____ No X

Lead time: 90-120 DAYS ARO (Custom)

Hourly rate for repair and service $ Priced per type of repair; not hourly. (per hour)

Minimum order (if any) $ N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Kevin Brown, Territory Manager-Eastern FL; 386-225-6767

Manufacturer: LION VERSA PRO DUAL CERTIFIED GARMENTS

Discount from current price list 11.0 %

Price List No. VERSA-PRO Date of Price List JULY 1, 2020

Warranty ONE YEAR

Stocking Distributor? Yes____ No X

Lead time: 90-120 DAYS ARO (Custom)

Hourly rate for repair and service $ Priced per type of repair; not hourly. (per hour)

Minimum order (if any) $ N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Kevin Brown, Territory Manager-Eastern FL; 386-225-6767

Additional Manufacturers/Product Lines

Manufacturer: LION TR51 TECHNICAL RESCUE GARMENTS

Discount from current price list 31.0 %

Price List No. TR51 Date of Price List JULY 1, 2020

Warranty ONE YEAR

1. Stocking Distributor? Yes____ No X

Lead time: 90-120 DAYS ARO (Custom)

Hourly rate for repair and service $ Priced per type of repair; not hourly. (per hour)

Minimum order (if any) $ N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Kevin Brown, Territory Manager-Eastern FL; 386-225-6767

Manufacturer: LION STRUCTURAL TURNOUT GEAR

Discount from current price list 31.0 %

Price List No. TURNOUT GEAR Date of Price List JULY 1, 2020

Warranty USEFUL LIFE

Stocking Distributor? Yes X No____

Lead time: 90-120 DAYS ARO (custom)

Hourly rate for repair and service $ Priced per type of repair; not hourly. (per hour)

Minimum order (if any) $ N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Kevin Brown, Territory Manager-Eastern FL; 386-225-6767

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

1. Modification No.: 4 Effective Date: July 1, 2021	2. Contract No.: 17-06061 Effective Date: July 1, 2017
3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765	5. Contractor Name and Address: North American Fire Equipment Co., Inc. (NAFECO) 1515 West Moulton Street Decatur, AL 35601 Attn: Dale West, Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring June 30, 2022.

8. Contractor's Signature **REQUIRED** Name: [signature] Title: Vice President Date: 1/12/21	9. Lake County, Florida By: Amy Munday Contracting Officer II January 13, 2021 Date

NAFECO

10. Distribution:

Original - Bid No. 17-06061
Copies - Contractor
Contracting Officer

LAKE COUNTY, FL

REAL FLORIDA • REAL PLACE

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 6/30/2020	Contract Number: 17-0606I Title: Fire Equipment Parts-Supplies-Service Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: North American Fire Equipment Co, Inc. Address: 1515 West Moulton Street City: Decatur, AL 35601 ATTENTION: Ronald Woodall, Vice President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Extend contract one (1) year - expiring June 30, 2021.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Ronald Woodall	Signature: Amy Munday
Print Name: Ronald Woodall	Print Name: Amy Munday
Title: Vice President	Title: Contracting Officer
Date: 3/17/20	Date: 2/24/21
E-mail: ronald.woodall@nafeco.com	
Secondary E-mail: jessica.franks@nafeco.com	

NAFECO

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: July 1, 2019	2. Contract No.: 17-0606I Effective Date: July 1, 2017
3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765	5. Contractor Name and Address: North American Fire Equipment Co., Inc. (NAFECO) 1515 West Moulton Street Decatur, AL 35601 Attn: Dale West, Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring June 30, 2020 and, to include additional manufacturers. See Attached.

8. Contractor's Signature **REQUIRED** Name: Ronald Woodall Ronald Woodall Title: Vice President Date: 2/12/19	9. Lake County, Florida By: Amy Munday Contracting Officer II 2-12-19 Date

10. Distribution:

Original - Bid No. 17-0606I
Copies - Contractor
Contracting Officer

Additional Manufacturers/Product Lines

Manufacturer: Fechheimer

Discount from current price list 18 %

Price List No. _____ Date of Price List February 2019

Warranty Per Manuf. Warranty

1. Stocking Distributor? Yes X No ____

Lead time: (30-60) Days ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $ 250.00

Handling fee if less than minimum order $ 7.50

Name/Telephone/Cell/Beeper of Emergency Contact

David Muar Cell: 813/765-9459

Manufacturer: 5.11 TACTICAL

Discount from current price list 21 %

Price List No. FALL Date of Price List 1/1/19

Warranty Per Manuf. Warranty

Stocking Distributor? Yes X No ____

Lead time: (30-60) Days ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $ 300.00

Handling fee if less than minimum order $ 15.00

Name/Telephone/Cell/Beeper of Emergency Contact

David Muar Cell: 813/765-9459

NAFECO

Additional Manufacturers/Product Lines

Manufacturer: WORKRITE UNIFORMS

Discount from current price list 8.0 %

Price List No. _____ Date of Price List 1/1/2019

Warranty Per Manuf. Warranty

1. Stocking Distributor? Yes X No ____

Lead time: (30-60) Days ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $ N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

David Muar Cell:813/765-9459

Manufacturer: PROPPER, INC.

Discount from current price list 11 %

Price List No. _____ Date of Price List 10/2018-3/2019

Warranty Per Manuf. Warranty

Stocking Distributor? Yes X No ____

Lead time: (30-60) Days ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $ N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

David Muar Cell: 813/765-9459

NAFECO

Additional Manufacturers/Product Lines

Manufacturer: SOUTHEASTERN SHIRT CORPORATION

Discount from current price list 12 %

Price List No. _____ Date of Price List April 2018

Warranty Per Manuf. Warranty

1. Stocking Distributor? Yes X No ____

Lead time: (30-60) Days ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $ N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

David Muar Cell:813/765-9459

Manufacturer: TRU-SPEC/ATLANCO

Discount from current price list 18 %

Price List No. _____ Date of Price List NOV 2018

Warranty Per Manuf. Warranty

Stocking Distributor? Yes X No ____

Lead time: (30-60) Days ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $ 100.00

Handling fee if less than minimum order $ 10.00

Name/Telephone/Cell/Beeper of Emergency Contact

David Muar Cell: 813/765-9459

NAFECO

Additional Manufacturers/Product Lines

Manufacturer: FLIR SYSTEMS

Discount from current price list 8% %

Price List No. Thermal Imaging Date of Price List Jan 2019

Warranty Per Manuf. Warranty

1. Stocking Distributor? Yes X No

Lead time: (30-60) Days ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $ N/A

Handling fee if less than minimum order $ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

David Muar Cell:813/765-9459

Manufacturer:

Discount from current price list %

Price List No. Date of Price List

Warranty Per Manuf. Warranty

Stocking Distributor? Yes No

Lead time: (30-60) Days ARO

Hourly rate for repair and service $ N/A (per hour)

Minimum order (if any) $

Handling fee if less than minimum order $

Name/Telephone/Cell/Beeper of Emergency Contact

David Muar Cell: 813/765-9459

NAFECO

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: July 1, 2018	2. Contract No.: 17-0606I Effective Date: June 1, 2017
3. Contracting Officer: Donna Villinis, CPPB Telephone Number: (352) 343-9765	5. Contractor Name and Address: North American Fire Equipment Co., Inc. (NAFECO) 1515 West Moulton Street Decatur, Alabama 35601 Attn: Ronald Woodall – Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Contract modification to extend for one (1) year expiring June 30, 2019.

8. Contractor's Signature **REQUIRED** Name: Ronald Woodall Title: Vice President Date: 01-31-18	9. Lake County, Florida By: _____ Senior Contracting Officer 9 FEB 18 Date

10. Distribution:

Original - Bid No. 17-0606I
Copies - Contractor
Contracting Officer

NAFECO
1515 West Moulton Street
Decatur, AL 35601
Phone: 800-628-6233

info@nafeco.com

QUOTE

Quote Number: **1133418**
Date: **4/05/22**
Quote Expiration: EXPIRES 30 DAYS

To: CRE060
CRESTVIEW FIRE DEPT.
ATTN: ANTHONY HOLLAND
321 W. WOODRUFF AVE.
PH: 850-682-6121
CRESTVIEW, FL 325363467
United States of America

F.O.B. Point: Origin
Salesperson: Phil Bryars (SW AL/NW FL)
Quote Prepared By: Joy Steiner

Qty.	U/M	Item No.	Description	Each	Amount
9	EA	ARMCVFMK318-113341	LION V-Force Coat, Armor AP Black K3 Stedair PSGQ# 14177-H	1790.00	16,110.00
			COATS INCLUDES:		
			LTSL3YNS TO READ:		
			"CRESTVIEW FD" - STRAIGHT		
			LP34, LPS6, LPV13 & LTSL3YNS		
			TO READ NAMES		
9	EA	ARMPVFMK318-113341	LION Belted VF Pant, Black Armor AP, K3 Stedair	1204.00	10,836.00
			PANTS INCLUDES THE BL007 BELT LOOPS		
9	EA	BHS021-113341	LION ESCAPE BELT, NFPA 1983 CERTIFIED BELT W/BL007	304.00	2,736.00
			Sub-Total:		$29,682.00
			Quote Total:		$29,682.00

Thank you for your business !

NOTE: All accounts are subject to sales tax charges unless a valid state tax exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: **www.nafeco.com**

COPY

COPY

LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

FIRE EQUIPMENT - PARTS – SUPPLIES - SERVICE

ITB Number:	17-0606	**Contracting Officer:**	D. Villinis
Bid Due Date:	December 13, 2016	**Pre-Bid Conf. Date:**	Not Applicable
Bid Due Time:	3:00 p.m.	**ITB Issue Date:**	October 24, 2016

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name:	North America Fire Equipment Co., Inc. (NAFECO)	**Phone Number:**	256-353-7100 800-628-6233
E-mail Address:	ronald.woodall@nafeco.com	**Contact Person:**	Ronald Woodall

Section 1.1: Purpose

The purpose of this solicitation is to establish multiple term and supply contracts for the purchase of various brands of parts, supplies, equipment, and services used by the County on an as needed basis in conjunction with its public safety needs.

This is an indefinite quantity contract with no guarantee goods or services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid (ITB).

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than seven (7) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone: 352-343-9839 Fax: 352-343-9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

The County intends to award multiple contracts under this solicitation to maximize coverage for the variety of brands it purchases for its operations. It is anticipated that multiple vendors may be awarded for the same brand. In this case, the County may request quotes from vendors under contract for the same brand if discounts are equal or if stocking issues are concerns.

As the best interests of the County may require, the County reserves the right to reject any and all offers or to waive any minor irregularity or technicality in bids received.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract pricing resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the County's intent to renew. It is the vendor's responsibility to request any pricing adjustment in writing under this provision at the time of renewal. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase (with copies of manufacturer's invoices, notices of price increases, etc.). If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

Invoices shall be sent to the County user department(s) that requested the items through a purchase order. The date of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference, or include a copy of, the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate

County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$500,000
Products-Completed Operations	$500,000
Personal & Adv. Injury	$500,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled and hired autos with the following minimum limits and coverage:

Combined Single Limit	$300,000
or	
Bodily Injury (per person)	$100,000
Bodily Injury (per accident)	$300,000

Property Damage	$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.) If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Delivery

The vendor shall make deliveries within ten (10) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Delivery of emergency orders shall be within forty-eight (48) hours. No stock deliveries will be accepted on Saturdays, Sundays, or County holidays. The ordering department will advise vendor if the order is an emergency when placed.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver the required goods or services under a specific order in the number of days stated above, the County reserves the right to cancel the specific order under the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the specific order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract in its entirety for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

Section 1.10.1: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY.** The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.2: Back Orders

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are filled within ten (10) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies to be corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will <u>not</u> be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

The exterior of each envelope/package shall be clearly marked with the bidder's name and address, and the solicitation number and title. Ensure that your bid or proposal is securely sealed

in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Bids

The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor. Ensure that you sign the bid in the certification box in Section 4. **One (1) signed original, two (2) complete hardcopies, and one electronic copy (jump drive/CD) of the bid shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 17-0606." Do not indicate bid prices on literature.

Specific Completion Directions:

- The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor.
- Complete the requested information at the bottom of the ITB cover page (page 1).
- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) in Section 4 for each addendum (if any) issued for this ITB.
- Insert any prompt payment discount that you will offer. Note payment terms are NET 30 DAYS otherwise.
- Complete the reference form (include at least three references) contained within the solicitation as Attachment 1.
- Complete all certifications, vendor information, and ensure that you sign the bid (in BLUE ink) in the certification box
- Provide proof of insurance in compliance with the stated requirements in section 1.8 by submitting either a certificate of insurance or evidence of insurability.

Section 1.15: Availability of Contract to Other County Departments

Although this solicitation is specific to one or more County Departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.16: Business Hours of Operations

Deliveries shall be made during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) No deliveries or work (if vendors provides equipment service) shall be performed after regular business hours or on Saturdays, Sundays, or County holidays except when necessary in an emergency situation, for the proper care and protection of the work already performed, and/or when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.17: Catalogs/Price Lists

The vendor shall provide its website address on page 21 of Section 4 where product catalogs and price lists are available for viewing and/or downloading.

With the bid submittal, the vendor shall include a CD or thumb drive of the current catalogs and manufacturer's price lists for the brands quoted. Failure to meet this requirement may result in the offer being rejected. Upon request, the vendor shall provide hardcopies of the manufacturer's product catalogs and price lists at no additional cost to the County.

Section 1.18: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.19: Hourly Rates

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses

Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation, for service to be performed, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.21: Purchase of Other Brands

Although this solicitation and resultant contract identifies specific brands, it is hereby understood and agreed that additional brand(s) may be added to this contract at the option of the County. Under these circumstances, a County representative will contact vendor(s) to obtain a quote for the additional brand(s). If the discount proposed by the vendor for the additional brand(s) is considered to be fair and reasonable, then the brand(s) would be added to the contract through the issuance of a modification to the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The County reserves the right to award additional brand(s) to the lowest priced contract vendor, to multiple contact vendors, or to acquire the items through a separate solicitation if it determines

the price discount offered is not fair or reasonable or for other reasons at the County's sole discretion.

Section 1.22: Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

Section 1.23: Repair and Parts Manuals to be Provided

The vendor shall supply the County with a minimum of one (1) comprehensive repair and parts manual which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Section 1.24: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.25: Safety

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

The vendor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at this site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the vendor's superintendent unless otherwise designated in writing by the vendor to the Contract Manager.

Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.27: Training

When applicable, the vendor shall supply the County with a minimum of one (1) comprehensive training manual which describes the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manual(s) shall be included with the equipment upon delivery. Final payment shall be withheld until such time as these manuals are received by the County.

Upon request, the vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. This training shall be no additional charge to the County. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

Section 1.28: Wage Rates

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the state Agency For Workforce Innovation by rule, whichever is higher.

SCOPE OF SERVICES

General Requirements

It is the intent of the County to establish multiple contracts for its annual requirements for fire equipment, parts, supplies, and/or services for the County's Public Safety Department, Fire Rescue Division, and the County's Fleet Management Division.

The vendor hereby acknowledges and agrees that all parts and/or materials supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose unless recycled, used, or remanufactured goods are specifically requested or approved at the time the order is placed.

Emergency/Disaster deliveries may be required during non-business hours. Vendors shall submit a contact person's name and telephone number where requested in the Pricing Section for emergency orders.

It is the vendor's responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

The vendor shall be required to furnish price lists on jump drive or CD upon request from the Public Safety Department or Fleet Management Division at no charge. This price list shall provide descriptive literature, technical data and service information for items awarded. Time of delivery for these lists shall be mutually agreed upon by the vendor and the County representative.

Repair Services

Unless otherwise stated in this solicitation, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. The vendor(s) shall possess all special hand tools and special equipment recommended by the equipment and part manufacturer(s) to effectively and efficiently make repairs. The vendor(s) shall abide by OSHA requirements and the staff assigned to the County's projects shall be ASE or factory certified. All material, workmanship, and equipment shall be subject to the inspection and approval of the Public Safety Department.

Vendor(s) shall be required to submit a written estimate for each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates will not be accepted. If multiple vendors are available to quote an estimate for the specific work, the County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

Upon approval of the estimate, the County's authorized representative shall generate and issue a Work Order for the specific repair project. The Work Order shall include the scope of work to be completed. For purposes of identification and payment, the Work Order shall be numbered and dated. The vendor's name shall then be entered on the Work Order and that order will then be issued to the vendor. The Work Order shall also direct the vendor to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

Delivery Locations

Fire Rescue Vehicle Maintenance/Fleet Division
25028 Kirkwood Avenue
Astatula, FL 34705

Department of Public Safety
Fire Station No. 20
37711 SR 19
Umatilla, FL 32784

Department of Public Safety
315 W Main St
Suite 411
Tavares, FL 32778

County Fleet Management Division
20423 Independence Boulevard
Groveland, FL 34736

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Bid: Shall refer to any offer(s) submitted in response to this ITB.
Bidder: Refers to any entity that submitted a bid under an ITB.
Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to which award has been made.
County: Shall refer to Lake County, Florida.
Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
Modification: A written change to a contract.
Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.
Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11 Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.
D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
G. All tie bids will be resolved in consonance with current written procedure in that regard.
H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County 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 County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

ITB TITLE: FIRE EQUIPMENT - PARTS – SUPPLIES - SERVICE

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: 11/22/16 RW

Addendum #2, Dated: 11/30/16 RW

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this ITB.

PRICING SECTION – GENERAL INFORMATION

(Submit discounts and hourly service rates in Attachment 2 "Pricing Form")

1. Warehouse location:

   Address: 1515 West Moulton Street 11681 49th Street, #11-12

   City/State/Zip: Decatur, AL 35601 Clearwater, FL 33762

   Telephone/Fax: 256-353-7100 727-561-0209

2. Shop location:

   Address: 1515 West Moulton Street

   City/State/Zip: Decatur, AL 35601

   Telephone/Fax: 256-353-7100 Fax: 256-355-0852

3. Website address for price lists/catalogs: www.nafeco.com

4. Standard Warranty: Per manufacturers

5. Lead time: 10-45 Days ARO

6. Minimum order (if any): N/A

7. Handling fee if less than minimum (if applicable): N/A

8. Does your firm offer pickup and delivery of vehicles and equipment needing repair?

   Yes ____ No x Charge for delivery/pickup: N/A

9. Does your firm have towing capabilities? Yes ____ No x

   Towing charges: N/A

10. Will your firm accept Visa Purchasing Cards or E-Payable form of payment? Yes x No ____

11. Vendor contact for emergency and/or disaster service 24 hours/7 days per week:

    Name: David Muar

    Telephone: 727-561-0209 Cell: 813-765-9459

12. Exceptions to specifications:

    Yes* ____ No x

    *** If yes, insert a separate sheet immediately following this page detailing exceptions.**

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. [X] Yes [ ] No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? [ ] Yes [X] No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA- based payment system: [X] Yes [ ] No

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Decatur, AL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: [ ] Yes [X] No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

None

DUNS Number (Insert if this action involves a federal funded project):

General Vendor Information and Bid Signature:

Firm Name: NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)

Street Address: 1515 West Moulton Street Decatur, AL 35601

Mailing Address (if different): (same as above)

Telephone No.: 256-353-7100 Fax No.: 256-355-0852 E-mail: ronald.woodall@nafeco.com

FEIN No. 63 - 0725655 Prompt Payment Terms: Net % 30 days, net 30

Signature: Ronald Woodall Date: 12/8/16

Print Name: Ronald Woodall Title: Vice President

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Signature of authorized County official: Date:

Printed name: Title:

THE FOLLOWING DOCUMENTS ARE ATTACHED:

Attachment 1: Reference Form
Attachment 2: Pricing Form

ATTACHMENT 1 - REFERENCES

Agency	HERNANDO COUNTY FIRE DEPARTMENT
Address	60 Veterans Avenue
City,State,ZIP	Brooksville, FL 34601
Contact Person	Chief Carroll
Telephone	352-540-4353
Date(s) of Service	Customer since 2006
Type of Service	Uniform Contracts
Comments:	

Agency	LEVY COUNTY DEPT. OF PUBLIC SAFETY
Address	1251 NE County Road 343
City,State,ZIP	Bronson, FL 32621
Contact Person	Ronnie LeCompte
Telephone	352-258-5521
Date(s) of Service	Customer since 2008
Type of Service	Unforms; Equipment
Comments:	

Agency	DAYTONA BEACH FIRE DEPARTMENT
Address	301 South Beach Street
City,State,ZIP	Daytona Beach FL 32114
Contact Person	Steve Williams
Telephone	386-671-4011
Date(s) of Service	Customer since 2011
Type of Service	Uniforms, Fire PPE
Comments:	

ATTACHMENT 2 – PRICING FORM

Current brands in use by the Fire Rescue Division include the following. Please complete the following information for those brands supported by your firm. Enter "yes" or "no" for stocking distributor. If you represent other manufacturers for similar fire-related equipment, parts, or supplies not listed, please add the manufacturer and pricing information in the blank spaces at end of pricing table.

Brand	Discount off List Price	Hourly Rate for Repair Service	Stocking Distributor?
3M COMPANY	NO BID		
ABLE SHO ME	21%	$100.00	No
ACTION Couplings	21%	$100.00	Yes
AH STOCK	NO BID		
AIM	NO BID		
AJAX	11%	$100.00	No
AKRON BRASS	36%	$100.00	Yes
ALL AMERICAN FIRE HOSE	NO BID		
ALLEN SYSTEMS	NO BID		
ALOCOLITE	7%	$100.00	Yes
AMEREX	18%	$100.00	Yes
AMERICAN FIREWEAR	NO BID		
AMERICAN LAFRANCE	NO BID		
ANGUS	NO BID		
ANSUL FOAMS	16%	100.00	Yes
APPLECROFT	NO BID		
B & B ENTERPRISES	NO BID		
BIO SYSTEMS	NO BID		
BLACKINTON BADGES	18%	100.00	Yes
BOUTON CO	NO BID		
BULLARD	NO BID		
CALIFORNIA MOUNTAIN	NO BID		
CARNS & BROTHER	NO BID		
CAST PRODUCTS	21%	100.00	Yes

CHARKATE	NO BID		
CHUBB (FOAM)	NO BID		
CHURCHVILLE	NO BID		
CIRCUL AIR	NO BID		
CODE 3	12%	100.00	Yes
COLLIN AXES	NO BID		
COLLINS DYNAMICS (ROM CORP)	NO BID		
COUNCIL TOOLS	21%	100.00	Yes
CUTTERS EDGE	NO BID		
CW NEILSEN	NO BID		
DARLEY & CO	NO BID		
DAVID CLARK	NO BID		
DB SMITH INDIAN TANKS	NO BID		
DICKE TOOL	NO BID		
DRAEGER ENGINEERED SOLUTIONS Draeger Safety	12%	100.00	Yes
DREXEL	NO BID		
DUO SAFETY	4%	100.00	Yes
EDISON	NO BID		
EDWARDS AND CROMWELL	4%	100.00	No
EDWARDS MFG	NO BID		
ELKHART BRASS	36%	100.00	Yes
ETI EMERGENCY TECHNOLOGY	NO BID		
EXTENDA LITE (AKRON)	36%	100.00	Yes
FEDERAL SIGNAL CORP	12%	100.00	Yes
FIRE HOOKS UNLIMITED	4%	100.00	Yes
FIREDEX	NO BID		
FIRE POWER	NO BID		
FIREQUIP	NO BID		
FLAMEFIGHTER	8%	100.00	Yes

FOLD A TANK	16%	100.00	Yes
GEMTOR	12%	100.00	Yes
GLASSMASTER WEHR	8%	100.00	Yes
GLOBE	NO BID		
GLOVE CORP	NO BID		
GORMAN RUPP PUMPS	NO BID		
HALE FIRE PUMPS	11%	100.00	Yes
HANNAY REELS	9%	100.00	Yes
HARRINGTON	24%	100.00	Yes
HAZARD CONTROL	NO BID		
HEBERT	NO BID		
HOLMATRO	NO BID		
HONEYWELL PRO	NO BID		
HUMAT	NO BID		
HUSKY	12%	100.00	Yes
HYDRA SHIELD	9%	100.00	No
IMPERIAL HOSE	NO BID		
IOWA AMERICAN	NO BID		
JANESVILLE	36%	100.00	Yes
JUSTRITE	11%	100.00	No
JV MFG	NO BID		
KAPPLER	28%	100.00	No
KENDALL PRODUCTS	NO BID		
KOCHEK	31%	100.00	Yes
KOEHLER MFG CO	NO BID		
KUSSMAUL	8%	100.00	No
LACROSSE BOOTS	NO BID		
LIFE LINERS	NO BID		
LIONS UNIFORMS	31%	100.00	Yes

LOUIS PRYER	NO BID		
LOWELL	NO BID		
MAG INSTRUMENTS	NO BID		
MANN AXE	NO BID		
MARS SIGNAL LIGHT	NO BID		
MC PRODUCTS	NO BID		
MORAN (FLASH)	NO BID		
MORNING PRIDE	NO BID		
MSA	NO BID		
NATALE (CIRCLE D)	7%	100.00	No
NORTH AMERICAN FIRE HOSE	NO BID		
NOVA	NO BID		
NUPLA	9%	100.00	Yes
PACIFIC REFLEX	NO BID		
PARATECH	NO BID		
PARTNER	NO BID		
PAUL CONWAY SHIELDS	10%	100.00	No
PELICAN	20%	100.00	Yes
PETZL	NO BID		
PGI PROTEXALL	18%	100.00	Yes
PHOENIX	NO BID		
PIERCE	NO BID		
PIGEON MOUNTAIN INDUSTRIES	8%	100.00	Yes
PLANO	NO BID		
R & B FABRICATORS	12%	100.00	Yes
RANGER RUBBER	NO BID		
RAWHIDE FIREHOSE	NO BID		
REDHEAD BRASS	14%	100.00	Yes
REFLEXITE	NO BID		

RICE HYDRO CO	NO BID		
SCBAS	NO BID		
SCOTT AVIATION	NO BID		
SECURITEX	NO BID		
SENSIBLE MOUNTS	NO BID		
SERVUS BOOTS	NO BID		
SHELBY WOLVERINE	18%	100.00	Yes
SNAPTITE	NO BID		
SNORKEL	NO BID		
SOUTH PARK	18%	100.00	Yes
SIGNAL VEHICLE PRODUCTS	NO BID		
CLASS ONE (SPAN INSTRUMENTS)	NO BID		
SPUMIFER	NO BID		
STERLING ROPE	NO BID		
SUPERVAC	25%	100.00	Yes
TNT TOOLS	NO BID		
TASK FORCE TIPS	NO BID		
THOROGOOD BOOTS	18%	100.00	Yes
SUPERIOR PNEUMATIC	NO BID		
TASKMASTER	NO BID		
TEAM EQUIPMENT	8%	100.00	Yes
TELELITE	NO BID		
TEMPEST FANS	10%	100.00	No
TOMAR	NO BID		
TOPPS	NO BID		
TURTLE PLASTICS	6%	100.00	Yes
UNDERWATER KINETICS	NO BID		
UNITY LIGHTS	NO BID		
VANNER	NO BID		

VERIDIAN	NO BID		
VERTX	NO BID		
VETTER	NO BID		
WATEROUS	14%	100.00	No
WELDON	18%	100.00	No
WHELEN ENGINEERING	12%	100.00	Yes
WILL BURT	4%	100.00	No
WINCO GENERATORS	8%	100.00	No
WINDSOL	NO BID		
WILLIAMS FOAM	NO BID		
WORDEN	18%	100.00	Yes
ZEPHYR	8%	100.00	No
ZIMATIC	8%	100.00	Yes
ZICO (same as ZIMATIC)	8%	100.00	Yes
OTHER BRANDS NOT LISTED:			
KEY FIRE HOSE	34%	100.00	Yes
CMC RESCUE	12%	100.00	Yes
DRAEGER SCBA; TIC; Gas Detection	12%	100.00	Yes
STREAMLIGHT	28%	100.00	Yes
HAIX FOOTWEAR	18%	100.00	Yes
Perforamance Advantage Co. (PAC)	8%	100.00	Yes
ESS GOGGLES	12%	100.00	Yes
HONEYWELL RESPIRATORY	12%	100.00	Yes
www.nafeco.com	4%		

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1
November 22, 2016

ITB 17-0606
Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is address an inquiry received.

A vendor asked about the re-procurement costs mentioned in Sections 1.10, 1.11, and 3.27 of the ITB. The County reserves the right to charge a vendor re-procurement costs when the original awardee defaults in the performance of their contract, and the County is forced to obtain the goods or services from another higher priced vendor through re-procurement. This is standard language in the County's solicitations and is an option available to the County to try and recoup some of the losses associated with re-procurement.

The intent of this particular solicitation (ITB 17-0606) is to establish a pool of contracted vendors to cover the County's needs for various goods and services utilized by the Public Safety and Fleet Management Departments. Re-procurement would not normally occur for this type of solicitation because there are usually multiple sources available to meet our needs.

Acknowledgement of receipt of Addendum:

NAFECO

Firm Name: NAFECO Date: 12/8/16

Signature: Ronald Woodall Title: Vice President

Typed/Printed Name: Ronald Woodall

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2
November 30, 2016

ITB 17-0606
Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is to address the following:

Current term and supply agreements under the previous Invitation to Bid (ITB #12-0806) expire June 30, 2017. It is anticipated that the new term and supply agreements awarded under this ITB #17-0606 shall be effective July 1, 2017. Vendors shall submit price discounts that will be deducted off current list prices for products at the time of purchase.

Acknowledgement of receipt of Addendum:

Firm Name: NAFECO Date: 12/8/16

Signature: Ronald Woodall Title: VICE PRESIDENT

Typed/Printed Name: RONALD WOODALL

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Stovall Marks Insurance
2601 Danville Rd SW
Decatur AL 35603

CONTACT NAME: Kerrie Scott
PHONE (A/C, No, Ext): (256) 355-7951
FAX (A/C, No): (256) 350-2022
E-MAIL ADDRESS: kscott@stovallmarks.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIX Specialty Insurance Company	12833
INSURER B: Lib1 - Ohio Security Insurance	24082
INSURER C: Associated International Insurance	
INSURER D: Ala SIWCF/Midwest Employers	
INSURER E:	
INSURER F:	

INSURED
North America Fire Equipment Co., Inc. Dba Nafeco
1515 W. Moulton St.
Decatur AL 35601

CERTIFICATE NUMBER: master 2015-2016 REVISION NUMBER:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			L1AA17902203	12/12/2016	12/12/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 1,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAS54389438	3/10/2016	3/10/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			XOBW6437416	3/10/2016	3/10/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1374500PMAL129001	1/1/2016	1/1/2017	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Workers Compensation			90532700100161	1/1/2016	1/1/2017	Other States	1/1/1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ITB 17-0606 Fire Equipment Parts, Supplies, Services.

CERTIFICATE HOLDER

Lake County, A Political Subdivision of T
of Florida, And The Board of County Commi
P.O. Box 7800
Tavares, FL 32778-7800

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Steve Stovall/KS

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CITY OF CRESTVIEW

Item # 6.2.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Schrader
DATE:	4/1/2022
SUBJECT:	Approval of March 28, 2022 City Council Regular Meeting Minutes - Draft

BACKGROUND:

Routine approval of City Council meeting minutes.

DISCUSSION:

The draft minutes were distributed to the City Council for review.

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

n/a

RECOMMENDED ACTION

The City Clerk requests a motion to approve the March 28, 2022 City Council regular meeting minutes.

Attachments

1. 03282022 City Council Minutes Draft

City Council Minutes - Draft
March 28, 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. Board 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

The Invocation and Pledge of Allegiance was led by Pastor Janelle Webster of Lifepoint Church.

3. Open Policy Making and Legislative Session

Mayor JB Whitten went over the rules and procedures.

4. Approve Agenda

Motion by Councilmember Andrew Rencich and seconded by Councilmember Shannon Hayes 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. Awards for Crestview Police Officers

Chief Steve McCosker mentioned Harry Tomlin, Senior Chaplain, who also served as a crossing guard, had passed away recently. He mentioned the services will be held next Saturday.

Chief Steve McCosker asked Detective Michael Tingle to come forward and recognized him as the 2021 Crestview Police Officer of the Year. Rachel Lewis of Lewis Galleries presented him a watch. Mayor Whitten presented the Mayor coin, and City Manager T. Bolduc presented a “One City, One Mission” coin. The City Council congratulated Detective Tingle. Detective Tingle expressed his gratitude to everyone.

Chief McCosker asked Corporal Baier and Officer Culbertson to come forward and presented the Life Saving Award to each of them. Chief McCosker explained their heroic efforts in saving a cardiac patient.

Mayor Whitten presented them with the Mayor's coin, and City Manager T. Bolduc presented a “One City, One Mission” coin to each and congratulated the recipients. The Council congratulated the officers, as well.

Chief McCosker asked Officer Sweeney and Officer Culbertson to come forward to present the Life Saving award to each of them applauding their quick actions in saving a gunshot victim. Mayor Whitten presented the Mayor coin, and City Manager T. Bolduc presented a "One City, One Mission" coin.

Police Department Major Ray Harp spoke of the officers' training and teamwork and lauded them for their work and dedication.

5.2. **Employee of the Quarter**

City Manager T. Bolduc introduced Hannah Wilburn of All-In Credit Union mentioning their sponsorship with the "Strongest Link" program which recognizes employees. He stated the first employee of the quarter winners are Lucas Kraus and Michael Clinton.

Hannah Wilburn said All In Credit Union liked the "One City, One Mission" concept and wanted to find ways to help. She explained that All In Credit Union sponsors a culture of teamwork where they invest in their employees, and they wanted to assist the city in recognizing our employees. She presented each employee with $100 as a thank you. She thanked the mayor and city manager for the opportunity to contribute.

Michael Clinton was honored as the Public Services department employee, and City Manager T. Bolduc announced Michael had been recommended by several members of his team. City Manager T. Bolduc lauded M. Clinton for his extra efforts to supervise the employees on special projects. He also presented him with a plaque and a coin. M. Clinton thanked his fellow team and Council.

Mayor Whitten asked Lucas Kraus, Sergeant, to come forward stating he was a co-leader of the SWAT team. City Manager T. Bolduc congratulated Sergeant Kraus on his leadership. City Manager T. Bolduc also thanked the families who support the employees.

Mayor Whitten presented Hannah with a "Powering Partnerships" coin for her efforts.

5.3. **Vietnam War Veterans' Commemoration Proclamation**

Mayor Whitten mentioned the program was instituted by President Obama in 2012 to honor the veterans of the Vietnam War who were never properly recognized.

Mayor JB Whitten declared Tuesday, March 29, 2022 as Vietnam Veterans Day.

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

6.5. Approval of March 14, 2022 - Crestview Unlimited Inc. Board minutes

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

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

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1856 - Lindberg Street Annexation

Senior Planner Nicholas Schwendt stated this is the second reading of Ordinance 1856, Lindberg Street Annexation. He said the next three ordinances involve the Lindberg Street annexation and explained the development plan has not yet been presented. He mentioned all notices were properly given and advertised as per statute. He explained the benefit of the waiver of the annexation fee.

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, Lindbergh Street Annexation.

Mayor Whitten requested Council and public comment and hearing none he closed the Public Hearing and called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Douglas Capps to adopt Ordinance 1856 on second reading.

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

7.2. **Ordinance 1857 - Lindberg Street Comprehensive Plan Amendment**

Senior Planner Nicholas Schwendt stated this is the second reading of Ordinance1857, Lindberg Street Comprehensive Plan Amendment. He mentioned all notices were properly given and advertised as per statute.

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 Whitten requested Council and public comment and hearing none, he closed the Public Hearing and called for action.

Motion by Councilmember Douglas Capps and seconded by Councilmember Cynthia Brown to adopt Ordinance 1857 on second reading.

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

7.3. **Ordinance 1858 - Lindberg Street Rezoning**

City Attorney J. Holloway swore in Senior Planner N. Schwendt and asked if there were any ex-parte communications. Council member C. Brown said she drove by the property.

Senior Planner Nicholas Schwendt stated this is the second reading of Ordinance 1858, Lindberg Street Rezoning. He mentioned all notices were properly given and advertised as per statute and asked that the staff report to be made part of 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 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.

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 Whitten asked for comments from Council and the public and hearing none closed the hearing and called for action.

Motion by Councilmember Shannon Hayes and seconded by Councilmember Joe Blocker to adopt Ordinance 1858 on second reading.

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

7.4. **Ordinance 1859 - Crosson Street Rezoning**

Senior Planner Nicholas Schwendt stated this is the second reading of Ordinance 1859, Crosson Street Rezoning. He said the property is vacant, and a development plan has not been received. This parcel will be opened to a change in development with the zoning amendment. He mentioned all notices were properly given and advertised as per statute and asked that the staff report be entered into the record: 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.

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 Whitten requested Council and public comment and hearing none he closed the Public Hearing and called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Cynthia Brown to adopt Ordinance 1859 on second reading.

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

8. **Ordinances on First Reading** – Nothing brought forward.

9. **Resolutions** – Nothing brought forward.

10. **Action Items** – No other items.

11. **City Clerk Report** – Nothing to report.

12. **City Manager Report**

City Manager T. Bolduc displayed a picture of the carts that were delivered to the golf course. He updated Council that the back nine will be open by the middle of the month with the grand opening scheduled for the end of the month. He added the restaurant is having supply issues. He stated a neighborhood meeting for Foxwood is planned on April 9th to explain the process. The Council is welcome, but it will only be a briefing.

City Manager T. Bolduc added the participation of the "Strongest Link" program had stiff competition and was pleased with the response.

City Manager T. Bolduc replied to Mayor Whitten that the outdoor furniture has not arrived, but he will ensure furniture is ready for the Mayor's reception.

13. Comments from the Mayor and Council

Council member D. Capps said the Triple B event was well attended.

Council member C. Brown mentioned the police department's sponsorship of the Special Olympics Run on Wednesday at North Publix starting at 8 a.m. She mentioned the library stating she is proud of what they are accomplishing. She mentioned her past work with the Vietnam Veterans Home adding they will appreciate the proclamation.

Council member J. Blocker mentioned his regard of the caliber of the recipients of the awards tonight.

Council member S. Hayes mentioned the mayor attended Triple B, and then the RC races and noted both attracted a large crowd. He looks forward to completing the plans for the RC course, mentioned the skatepark is being used, and the playground equipment at Countryview is nice. He added he took the Mayor of Havana, Janice Hart, on a tour, and she was amazed about what was going around in our town.

Mayor Whitten commended the people who helped at the Triple B. He also asked for a letter of support, as he is running as the VP for the League of Cities. Council member C. Brown supports the mayor in his efforts as the vice president of the NWFLC and also mentioned the "Kollar Kall Out," stating they are donating the funds to the Crestview Police Alumni Association and expressed her appreciation to Heather and Rob. Mayor Whitten added they raised over $4,000.

Mayor Whitten mentioned the "Hometown Heroes" award was presented the evening of the NWFLC dinner to Mayor Pro-Tem Hayes and our city manager. City Manager T. Bolduc added that Mayor Whitten also received the award.

14. **Comments from the Audience**

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:01 p.m.

Minutes approve this __ day of __ 2022.

_____ __

Maryanne Schrader, City Clerk JB Whitten, Mayor

CITY OF CRESTVIEW Item # 6.3.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Michael Criddle, Public Services Director, Kyle Lusk
DATE:	4/6/2022
SUBJECT:	Consulting Services for Computerized Maintenance Management System Implementation Plan

BACKGROUND:

The purpose of the CMMS Implementation Planning Phase 1 Project is to review The City of Crestview's current maintenance management practices and related business processes and request proposals from vendors for future CMMS software implementation.

DISCUSSION:

The implementation of a Computerized Maintenance Management System (CMMS) requires the formalization of many existing processes and will likely require the addition of some new business processes. The success of any CMMS is largely dependent on the emphasis placed on it by senior management and the full engagement of the staff that will be the primary end users. An implementation consultant should serve as both a subject matter expert (SME) and as a facilitator of best practices, but ultimately, effective implementations are driven by owner-based decisions. A key to success is understanding the desired reporting and outcomes to ensure the data streams are developed in the system design. Long-term sustainability of the project requires continued support by Public Services, and other user department personnel with GIS and CMMS capabilities. A CMMS Planning Task (Phase 1) is proposed in this scope of services and includes Task 1, Task 2 and Task 3. The future Phase 2 and Phase 3 consisting of Development, Implementation and Configuration (subsequent phases) are shown for reference only.

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

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

The total cost of the CMMS Implementation Planning - Phase I Project will be a not to exceed amount of $32,000. This is an unbudgeted item. However, funding is available in the street department contractual services account due to unutilized OCI crews as a result of COVID.

RECOMMENDED ACTION

Staff respectfully requests approval of this Task Order to facilitate the selection of the appropriate CMMS software for use by Public Services and other user departments.

Attachments

1. Task Order 2022-03 CMMS PH1

TASK ORDER 2022 - 03

THIS TASK ORDER IS ISSUED PURSUANT TO THE PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT DATED MAY 3, 2021 (AGREEMENT), FOR THE CITY OF CRESTVIEW, FLORIDA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Consulting Services for the Computer Maintenance Management System (CMMS) Implementation Planning - Phase 1

Article A. Purpose

The purpose of the CMMS Implementation Planning Phase 1 Project is to review The City of Crestview (CLIENT) current maintenance management practices and related business processes and request proposals from vendors for future CMMS implementation, which would be accomplished under future Phases 2 and 3.

Article B. Scope of Services:

Project Understanding

The implementation of a Computerized Maintenance Management System (CMMS) requires the formalization of many existing processes and will likely require the addition of some new business processes. The success of any CMMS is largely dependent on the emphasis placed on it by senior management and the full engagement of the staff that will be the primary end users. Decision-making by the CLIENT must be inclusive, timely, and final. An implementation consultant should serve as both a subject matter expert (SME) and as a facilitator of best practices, but ultimately, effective implementations are driven by owner-based decisions. A key to success is understanding the desired reporting and outcomes to ensure the data streams are developed in the system design. Long-term sustainability of the project requires continued support by CLIENT personnel with GIS and CMMS capabilities. A CMMS Planning Task (Phase 1) is proposed in this scope of services and includes Task 1, Task 2 and Task 3. The future Phase 2 and Phase 3 consisting of Development, Implementation and Configuration (subsequent phases) are shown below for reference only. Additional task orders for phases 2 and 3 can be provided upon request.

CMMS Planning, Development, Implementation and Configuration

- Phase 1: CMMS Implementation Planning (current workplan)
  - *Task 1 – Project Management*
  - *Task 2 – Needs Assessment and Requirements Definition*
  - *Task 3 – CMMS Request for Proposal*
- Future Phase 2: CMMS Development (subsequent phase)
  - *Task 4 – Data Development and Review for CMMS Implementation*
- Future Phase 3: CMMS Implementation and Configuration (subsequent phase)
  - *Task 5 – Initiation & Project Administration*
  - *Task 6 – Define Requirements*

- *Task 7 – Configuration*
- *Task 8 – Test & Refine Configuration*
- *Task 9 – Validate & Deploy*

Task 1 – Project Management

This task will begin with the development of a project work plan, which will include project objectives, project staff, defined project tasks and subtasks, schedule, and associated budget. This task also includes day-to-day management of the work, including budget, schedule, deliverables, internal and external coordination.

Deliverables

- Preliminary work plan developed for the CLIENT'S review and endorsement
- Monthly status reports

Task 2 – Needs Assessment and Requirements Definition

JACOBS will meet with the CLIENT staff in a series of interviews and workshops to evaluate current maintenance management practices, provide insight to industry best practices, and define CMMS requirements.

Task 2.1 – Existing Practice Interviews

JACOBS will conduct individual end user interviews for up to 2 days onsite. Attendees should include representatives from the multiple functional areas as further described below.

Content of the interviews includes:

- Review existing business processes to include but not limited to Maintenance, GIS, Customer Complaints and Billing, Warehousing, Purchasing, Fleet Management, Engineering, Finance, and AMI.
- Review the existing asset data.
- Review the existing maintenance practices.

Task 2.2 – CMMS Existing Practices and CMMS Requirements Definition

JACOBS will conduct an Existing Business Practices and CMMS Requirements Workshop onsite for up to one half day. Up to two (2) JACOBS representatives will be in attendance onsite while others will join remotely. Attendees should include CLIENT representatives from the following departments: Management, Operations, Maintenance, SCADA, Engineering, Treatment Plants, Vehicle Maintenance/Fleet and IT.

Content of the workshop includes:

- Review of existing practices
- Provide an overview of industry best practices
- Develop initial CMMS requirements
- Define mandatory and non-mandatory requirements
- Define desired interfaces with other database and computer systems
- Define users and user interfaces
- Work order generation

- Equipment inventory
- Preventative maintenance
- Scheduling
- Prioritize requirements

Task 2.3 – CMMS Definition and Requirements TM

JACOBS will develop a TM to document the prioritized list of CMMS business and operational requirements and will identify up to 3 software products which meet the major CMMS needs of the CLIENT which will be invited to conduct Vendor Demonstrations (Task 3). The TM will include a prioritized list of products for consideration by the CLIENT that analyze factors including the ability to meet mandatory and desired functional requirements, approximate software costs, and implementation requirements. A formal cost inquiry to the 3 selected vendors will occur as part of Task 3. The TM will be published electronically to the CLIENT for review. A final workshop will be held onsite to review the TM and obtain consensus on the CMMS goals and requirements. The TM will be updated to reflect the CLIENT comments and published as final.

Deliverables

- Onsite Existing Business Practices and CMMS Requirements Workshop
- Onsite TM Review Meeting
- CMMS Requirements Criteria TM (draft and final)

Task 3 –CMMS Request for Proposal (RFP) Development/Cost Inquiry

JACOBS will assist the CLIENT staff with the CMMS procurement process by developing an RFP to distribute to vendors or issue an official inquiry for product cost which will be also documented in the task technical memorandum. JACOBS will also assist in responding to one set of vendor Requests for Information (RFIs) during the procurement/cost inquiry process.

Deliverables

- Request for Proposal for Vendors
- CMMS RFP Onsite Review

Assumptions and Specific Conditions

The following assumptions have been taken into consideration in the preparation of this Scope of Services and compensation. These assumptions are based on the project scope, which is to deliver to the CLIENT an electronic copy of all technical memorandums.

Should deviations from these assumptions be required to deliver the services described in this scope of services, the scope of work and compensation shall be modified accordingly and approved by the CLIENT in writing before any changes to this scope of services can be implemented or delivery of the original scope of services completed.

- CLIENT will provide review comments for draft deliverables within two calendar weeks or deliverable will be considered acceptable as submitted.
- Meetings and workshops will he held onsite with local JACOBS staff however will be performed via teleconference by remote members of the JACOBS team.

Article C. Project Schedule

Work will begin upon execution of this task order. A preliminary milestone schedule is shown below.

TABLE 1 – PRELIMINARY SCHEDULE

CONSULTING SERVICES FOR THE COMPUTER MAINTENANCE MANAGEMENT SYSTEM (CMMS) IMPLEMENTATION PLANNING - PHASE 1

Task	Projected Completion Date
Task 1 – Project Management	Ongoing
Task 2 – Needs Assessment	Within 4 months of NTP
Task 3 – CMMS Request for Proposal	Within 2 months of completion of Task 2

Article D. Compensation

As compensation for providing the services described in Article B. Scope of Services of this task order, the CLIENT shall pay JACOBS in accordance with Section 5 of the Agreement, on a time and material basis with a not-to-exceed amount of $32,000. The estimated breakdown of fees is shown in Table 2 below.

TABLE 2 – ESTIMATED FEE SUMMARY

CONSULTING SERVICES FOR THE COMPUTER MAINTENANCE MANAGEMENT SYSTEM (CMMS) IMPLEMENTATION PLANNING - PHASE 1

Task	Estimated Fee Amount
Task 1 – Project Management	$1,300
Task 2 – Needs Assessment	$20,800
Task 3 – CMMS Request for Proposal	$9,900
Total	$32,000

Article E. Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 2022-03. Communications between the parties and between Jacobs's subcontractors shall be through the Authorized Representatives:

For the City of Crestview, Florida	**For Jacobs Engineering Group Inc.**
Name: Michael Criddle	**Name:** Lori Rentschler
Address: P.O. Drawer 1209 Crestview, Florida 32536	**Address**: 25 W. Cedar Street, Suite 350 Pensacola, Florida 32502
Telephone: (850) 682-6134	**Telephone:** (850) 324-6223

Article F. Authorization:

Task Order 2022-03 is effective as of _____, 2022	
Accepted for CLIENT by:	**Accepted for Jacobs Engineering Group Inc. by:**
Name: J.B. Whitten	**Name:** Nick Freeman, P.E.
Title: Mayor	**Title:** Principal Project Manager

CITY OF CRESTVIEW

Item # 6.4.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Kyle Lusk, Michael Criddle, Public Services Director
DATE:	4/6/2022
SUBJECT:	Redstone Avenue Improvements Task Orders

BACKGROUND:

Redstone Avenue is a major collector roadway. It serves several residential subdivisions, two schools, numerous medical offices, and the hospital.

Redstone Avenue is in need of drainage improvements, realignment with Brookmeade Drive and Hwy 85, a better functioning intersection at Brookmeade Drive and improvements to the ability to make left turns into the existing commercial driveways.

The overall Redstone Avenue Improvements Project was broken out into two sections. The stretch between Hwy 85 and Brookmeade Drive and the Brookmeade Drive intersection.

For Phase 1, Panhandle Engineering and Construction (PECS) will provide a task order for the realignment of Brookmeade Drive and improvements at the Redstone/Brookmeade intersection.

For Phase 2, Alday Howell will provide a task order for the improvements to Redstone from Hwy 85 to Brookmeade Drive.

Phase 1 of the project will include a survey of the entire project, realignment of Brookmeade to create a better intersection at Redstone, additional turn lanes at the intersection, improvements to the drainage structures, and a signal to replace the existing 4-way stop.

Phase 2 will include straightening Redstone between Hwy 85 and Brookmeade Drive, adding sidewalks, adding drainage structures, and adding turning lanes for the numerous driveways.

The cost of the design will be $61,900 for Phase 1 and $120,350 for Phase 2. The total construction cost of the project is not yet confirmed.

DISCUSSION:

Both task orders were approved at the February 28, 2022 Council meeting. However, the Phase 1 task order from PECS was from a previous discussion about doing a preliminary project development task on the whole corridor and not the updated task order that took place just at the intersection. Since the intersection task order was planned for a full design, there are some important elements like geotechnical and structural engineering that are important for full, final plans. Therefore, the revised task order reflects an increase of $18,675.00 for a total of $61,900.00.

GOALS & OBJECTIVES

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

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

The cost of the design will be $61,900 for Phase 1. The cost of this design was not included in the 2021-2022 budget. Funding is available in 1/2 Cent Sales Tax.
The total construction cost of the project is not yet confirmed.

RECOMMENDED ACTION

Staff requests a motion to approve the revised task order for the Redstone Avenue Improvement Project, as presented.

Attachments

1. City of Crestview, Brookmeade Realignment - PECS Proposal Scope_updated 2.7.22

Mr. Kyle Lusk, E.I.
Junior Engineer
City of Crestview Department of Public Services
715 N Ferdon Blvd
Crestview, FL 32536

February 07, 2022

RE: Redstone Ave at Brookmeade Dr Realignment Engineering Services
Proposed Scope of Services

Dear Mr. Lusk,

Thank you for the opportunity to provide a proposal for engineering services for the Redstone Avenue at Brookmeade Drive intersection within the City of Crestview. We understand the City's desire to design, permit, and construct a realigned intersection of Brookmeade Drive including traffic signalized control and auxiliary lanes at the intersection as necessary for safe and efficient operations. It is our understanding that the City desires to develop full engineering documents for permitting and construction of these proposed improvements. It is anticipated that this intersection design will abut roadway widening plans for Redstone Ave between SR85 and this intersection and, thus, close coordination with the adjacent project, drainage, and survey are required.

Based on our conversations regarding this service, please find attached a proposed scope of services and price proposal document for your review and acceptance. This includes survey data collection for the limits of Redstone Ave continuous from SR 85 to east of Brookmeade Drive. Please review this proposal and scope at your convenience and feel free to contact me anytime with questions.

Thank you again for the opportunity to discuss this location and our services with you.

Sincerely,

John Fielding, PE, PTOE
Project Manager
Panhandle Engineering & Construction, Inc. | PECS
jfielding@pecscorp.com
(850) 526-2291
(850) 819-4207 – cell

cc: Michael Criddle, Director of Public Services (City of Crestview)
Marc Bonifay, P.E., City Engineer (City of Crestview)
Howard Hodge, III, PE (PECS)
William Barber, PE (PECS)

Attachments (1):
1- Proposed Scope of Services and Work Authorization
2- Preliminary typical section

CITY OF CRESTVIEW PUBLIC SERVICES DEPARTMENT
TRANSPORTATION ENGINEERING SERVICES
REDSTONE AVENUE & BROOKMEADE DRIVE INTERSECTION REALIGNMENT

I. Project Description

In order to promote safe, efficient intersection operations, the intersection of Redstone Avenue at Brookmeade Drive in Crestview, Florida, is proposed to be realigned to a traditional four-leg intersection with auxiliary lanes and traffic signal control. The existing roads are typical two-lane, two-way roadways with sod shoulders. The City desires to design, permit, and construct improvements to this critical intersection which include the following items:

- Urban stormwater collection, conveyance, and treatment;
- Pedestrian accommodations;
- Realignment of Brookmeade Drive to directly align at the Redstone Ave intersection;
- Appropriate auxiliary lanes at the Brookmeade Drive intersection for safe, efficient operations; and,
- Signalized traffic control at the Brookmeade Drive intersection.

Other ancillary facilities necessary to accomplish these project goals may also be required. This task order will provide transportation engineering services to develop construction plans sufficient for work program budgeting, permitting, bidding, and construction.

The City also intends to widen Redstone Avenue from SR 85 to the Brookmeade Drive intersection to include a continuous two-way left turn lane under separate contract. This scope of services includes topographic survey to provide a comprehensive survey of both project areas sufficient for coordinated design activities.

II. Scope of Services

TASK 1 – SURVEY: PECS proposes to subcontract surveying services to Gustin, Cothern and Tucker, Inc. (GCT) for topographical and boundary surveying. The information collected will include digital terrain model information for the proposed roadway and stormwater facilities from R/W to R/W as required. Based on conceptual information, the survey is expected to be 1,800' in length and include the City acquired parcel in the southeast corner of the Redstone Ave at Brookmeade Dr intersection.

Please refer to the attached subconsultant information for further detail.

TASK 2 – ROADWAY DESIGN: PECS will provide transportation engineering services for the proposed roadway layout. This will include all design information typically included for a roadway project and is expected to include the following key items:

- Typical Sections
- Pavement Design
- General notes
- Proposed Roadway Profiles
- Plan and profile layouts of roadway, drainage, and pedestrian facilities
- Preliminary roadway cross sections
- Erosion control items
- Utility conflict matrix

These items will be developed to final engineering documents at the preliminary (60%), permitting (90%), and final (100%) stage. Following final plan development, PECS will provide bid documents for construction of the proposed improvements.

TASK 3 – DRAINAGE & STORMWATER DESIGN: PECS will delineate existing and proposed drainage basins within the project corridor and determine appropriate collection and conveyance facilities. Preliminary estimates of treatment and attenuation requirements will be developed, and potential pond sites identified. Conveyance systems and treatment, as needed, will be designed in accordance with City and permitting agency requirements. Drainage design information, calculations, and recommendations will be summarized in the Drainage Design section of the Project Development Report.

TASK 4 – GEOTECHNICAL EXPLORATION: PECS proposes to subcontract geotechnical exploration services to obtain soil information for the following key areas:

- 20' SPT borings for signal pole locations (4)
- Soil permeability test at pond site, if needed (1)
- 15' auger boring at pond site, if needed
- Lab work for corrosion series

TASK 5 – SIGNALIZATION DESIGN: PECS will identify signalization features including pole locations for a concrete strain pole supported system including sufficient signal items to safely and efficiently provide traffic control at the intersection. PECS will also collect peak hour turning movement counts at the intersection of Brookmeade Dr and develop traffic analysis models using Synchro traffic software to determine the best layout of auxiliary lanes and signal operations. These recommendations will be reflected in preliminary engineering plans and summarized in the Project Development Report.

TASK 6 – SUBSURFACE UTILITY EXPLORATION: PECS proposes to subcontract subsurface utility exploration services for the concrete strain poles at the signalized intersection. Following pole location approval, test holes will be dug at each pole foundation location to verify utilities are clear and resolve conflicts from underground areas.

TASK 7 – STRUCTURAL DESIGN: PECS proposes to subcontract structural design services for the concrete strain poles at the signalized intersection. Following pole location approval for the signalized intersection, structural design information for pole design and approval will be generated and included in construction plans.

TASK 8 – SIGNING & PAVEMENT MARKING DESIGN: PECS will prepare a complete signing and marking plan for the project in accordance with City, FDOT, and MUTCD requirements. All required regulatory and recommended warning signage will be coordinated with the City and indicated in the preliminary engineering plans.

TASK 9 – PERMITTING: Based on the approved preliminary engineering plans, PECS will coordinate a conceptual permit meeting for the project through the NWFWMD Environmental Resource Permitting program and US Army Corps of Engineers. The permit process will include pre-application meetings with all agencies before permit plans and applications are submitted. The results of the permitting meetings and likely permitting requirements will be documented in the Project Development Report.

Upon receipt of any request for additional information (RAI), PECS will provide responses within ten (10) working days of receipt.

Permit fees are not included in the proposal and will be paid separately by the City directly to the permitting agency.

III. Deliverables

PECS understands that meetings regarding the project review and progress will occur during the project development. Our staff will be available to the City to meet either in person or virtually (as desired by the City) at each phase review and provide updates and/or briefings for City Council meetings if so desired by the City.

The development of the engineering plans for this project is expected to follow a typical phased approach with reviews by the City. The proposed design submittal milestones are indicated in the schedule section below along with the disciplines anticipated to be included at each phase.

All deliverables will be provided in DRAFT form for CITY approval prior to any FINAL version or submission to agencies. All documents will be provided in digital, PDF, format and available as a hard copy upon request.

IV. Items to be furnished by City

The CITY shall provide, to the extent practical, the following key information:

1. Designate a City representative as the contract manager and point-of-contact.
2. Contact information for meeting attendees and key stakeholders determined by the CITY.

3. Notarized letter of authorization for PECS to act on behalf of the CITY in permitting.
4. Any other information deemed by the CITY to be relevant in addressing project and permitting requirements.
5. Review and comment of documents within two weeks of receipt of DRAFT submittals.

V. Schedule

Preliminary Design Review (60%).....60 days from NTP
- Topographic Survey
- Project Typical Section
- Proposed Roadway Alignment
- Roadway construction extents

Permit Pre-application Meetings.....90 days from NTP

Permit Design Plans (90%) .....120 days from NTP
- Roadway Design 90%
- Drainage Design 90%
- Signing & Pavement Design 60%
- Signalization Design 60%
- Project Development Report 90%

Permit Submittal Meetings.....120 days from NTP
- NWFWMD Conceptual Permit
- USACE Pre-application meeting

Final Engineering Plans (100%).....180 days from NTP
- Roadway Design 100%
- Drainage Design 100%
- Signalization Design 100%
- Geotechnical Design 100%
- Structural Design 100%
- Signing & Pavement Marking 100%
- Project Development Report 100%

VI. Compensation

The services listed above will be provided for a Lump Sum fee billed monthly by percent of completion. The proposed fee is inclusive of reimbursable, non-labor expenses required to produce the deliverables outlined in the scope. Any other deliverables not specifically defined shall be negotiated separately. The following breakdown of the Lump Sum fee is proposed:

- TASK 1 ..... $6,500
- TASK 2 ..... $13,650
- TASK 3 ..... $8,350
- TASK 4 ..... $4,500
- TASK 5 ..... $9,500
- TASK 6 ..... $9,000
- TASK 7 ..... $3,500
- TASK 8 ..... $2,500
- TASK 9 ..... $4,400

TOTAL LUMP SUM FEE $61,900

Progress payments shall be made monthly and are due within thirty (30) days of invoice. Any additional services beyond those listed in the scope outlined herein will be negotiated separately and approved by both parties prior to initiating any work.

VII. Other Provisions

The services described in this scope do not include the following work items which are occasionally included in transportation projects of this type:

- Lighting Analysis & Design
- Utility Design
- Landscaping Analysis & Design
- Intelligent Transportation Systems Analysis & Design

These work items are not anticipated for this project but may be negotiated under separate authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in duplicate and sealed on the dates noted below.

PANHANDLE ENGINEERING & CONSTRUCTION, INC.

By: _____
John Fielding, PE
Title: Project Manager

Date: 02/07/2022

CITY OF CRESTVIEW, FLORIDA

By: _____
Tim Bolduc
Title: City Manager

Date: _____

Attest:

_____
Elizabeth Roy, City Clerk

Approved as to Scope Substance:

By: _____
Michael Criddle, Director of Public Services

Date: _____

CITY OF CRESTVIEW Item # 6.5.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Tim Bolduc, City Manager, Jessica Leavins, Administrative Services Director
DATE:	4/7/2022
SUBJECT:	Police Benefits Package Update

BACKGROUND:

The City of Crestview provides employees with a highly competitive benefits package. These benefits allow us to continue to recruit and retain employees during nationwide labor shortages.
In the current social climate, law enforcement officers can be a target for lawsuits despite following approved policies and procedures.

DISCUSSION:

The City of Crestview will be expanding our employee benefits program to include US Law Shield. This benefit will be offered to all employees. Employees in the police department will be reimbursed upon proof of membership. This program provides legal support, training, and education before and after use of force incidents.

GOALS & OBJECTIVES

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

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The funding necessary for this project is available in the current budget.

RECOMMENDED ACTION

Staff respectfully requests approval of the program, as submitted.

Attachments

None

CITY OF CRESTVIEW

Item # 8.1.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Ordinance

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Dawn Barnes, Nicholas Schwendt, Gis
DATE:	4/6/2022
SUBJECT:	Ordinance 1860 - Lindley Road Rezoning

BACKGROUND:

On March 4, 2022, staff received an application to amend the zoning designation for property located at Lindley Road.

The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Residential and Single-Family Low-Density Dwelling District (R-1), respectively.

The application requests the Single-Family Estate Dwelling District (R-1E) zoning designation for the property.

The Planning and Development Board recommended approval of the request on April 4, 2022.

DISCUSSION:

As a requirement of the recent annexation of 172.45 acres, the property owner agreed to change the zoning of property already inside the city limits to be consistent with the property being annexed.

The property description is as follows:

Property Owner:	Eagle View Investments LLC 9729 Hammocks Blvd E107 Miami, FL 33196
Parcel ID:	02-3N-24-0000-0003-001A 02-3N-24-0000-0003-001B 02-3N-24-0000-0003-0060
Site Size:	19.73 acres
Current FLU:	Residential (R)
Current Zoning:	Single-Family Low-Density Dwelling District (R-1)
Current Land Use:	Vacant

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

Direction	FLU	Zoning	Existing Use
North	Residential (R)	Single-Family Estate Dwelling District (R-1E)	Vacant and Residential
East	Residential (R)	Single-Family Low-Density Dwelling District (R-1)	Residential

South	Residential (R)	Single-Family Estate Dwelling District (R-1E)	Vacant
West	Residential (R)	Single-Family Estate Dwelling District (R-1E)	Vacant and Resident

The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property will be developed for residential 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 March 14, 2022. The property was posted on March 21, 2022. An advertisement ran in the Crestview News Bulletin on March 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 the zoning change request was initiated by the City.

The cost of advertising is approximately $200.00.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1860 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1860

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 19.73 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 2, TOWNSHIP 3 NORTH, RANGE 24 WEST, FROM THE SINGLE-FAMILY LOW-DENSITY DWELLING DISTRICT (R-1) ZONING DISTRICT TO THE SINGLE-FAMILY ESTATE DWELLING 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.

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 19.73 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 19.73 acres, more or less, being formerly zoned Single-Family Low-Density Dwelling District (R-1), is hereby rezoned to Single-Family Estate Dwelling District (R-1E) to wit:

PIN # 02-3N-24-0000-0003-001A, 02-3N-24-0000-0003-001B, 02-3N-24-0000-0003-0060

Parcel 02-3N-24-0000-0003-0060

A strip of land 66 feet wide in the SE 1/4 of Section 2, Township 3 North, Range 24 West, Okaloosa County, Florida, being 33 feet on either side of a centerline described as follows:

Commence at the NE corner of said SE 1/4; thence run South 300.00 feet; thence run South 89 degrees 37' 09" West 493.82 feet; thence run South 00 degrees 05' 39" West 1028.78 feet to the POINT OF BEGINNING; thence continue South 00 degrees 05'39" West 766.18 feet to the Point of Terminus.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING:

A strip of land 66 feet wide in the SE 1/4 of Section 2, Township 3 North, Range 24 West, Okaloosa County, Florida, being 33 feet on either side of a centerline described as follows: Commence at the NE corner of said SE 1/4; thence run South 300.00 feet to the Point of Beginning; thence run South 89 degrees 37' 09" West 493.82 feet; thence run South 00 degrees 05' 39" West 1794.96.

ALSO a strip of land 66 feet wide in the SW 1/4 of Section 1, Township 3 North, Range 24 West, Okaloosa County, Florida, being 33 feet either side of a centerline described as follows: Commence at the NW, corner of said SW 1/4; thence run South 300.00 feet to the Point of Beginning; thence run North 89 degrees 37' 09" East 470 feet, more or less to an existing road.

Parcel 02-3N-24-0000-0003-001A

Begin at the Southeast corner of Section 2, Township 3 North, Range 24 West, Okaloosa County, Florida; thence proceed North 00 degrees 31 minutes 11 seconds East, a distance of 569.71 feet to

the Point of Beginning; thence proceed North 89 degrees 55 minutes 39 seconds West, a distance of 791.08 feet; thence proceed North 00 degrees 31 minutes 29 seconds East, a distance of 545.18 feet; thence proceed South 89 degrees 55 minutes 39 seconds East, a distance of 790.98 feet; thence proceed South 00 degrees 30 minutes 50 seconds West, a distance of 545.18 feet to the Point of Beginning of the parcel herein described.

Parcel 02-3N-24-0000-0003-001B

Parcel B-1

Commencing at the Southeast corner of Section 2, Township 3 North, Range 24 West, Okaloosa County, Fl., thence North O degrees 30 minutes 50 seconds East along the East line of said Section 2 for 1114.28 feet to the Point of Beginning; thence North 89 degrees 55 minutes 39 seconds West for 460.30 feet to the East margin of a right of way 66 feet wide; thence North 0 degrees 33 minutes 15 seconds East along said East margin for 271.58 feet; thence South 89 degrees 55 minutes 14 seconds East 260.40 feet; thence South 0 degrees 2 minutes 4 seconds West for 66.11 feet; thence South 89 degrees 27 minutes 3 seconds East 199.15 feet to the East line of Section 2; thence South 0 degrees 30 minutes 50 seconds West 203.78 feet to the Point of Beginning.

Parcel B-2

Commencing at the Southeast corner of Section 2, Township 3 North, Range 24 West, Okaloosa County, Fl., thence North 0 degrees 30 minutes 50 seconds East along the East line of said Section 2, for 1114.28 feet; thence North 89 degrees 55 minutes 39 seconds West for 460.30 feet to a point on the East margin of a right of way 66 feet in width; thence continue North 89 degrees 55 minutes 39 seconds West, 66.00 feet to a point on the West margin of said right of way being the Point of Beginning; thence continue North 89 degrees 55 minutes 39 seconds West for 264.67 feet; thence North 0 degrees 31 minutes 29 seconds East for 223.30 feet; thence South 89 degrees 55 minutes 14 seconds East for 264.82 feet; thence South 0 degrees 33 minutes 15 seconds West for 223.26 feet to the Point of Beginning.

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

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

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

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

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

SECTION 8 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

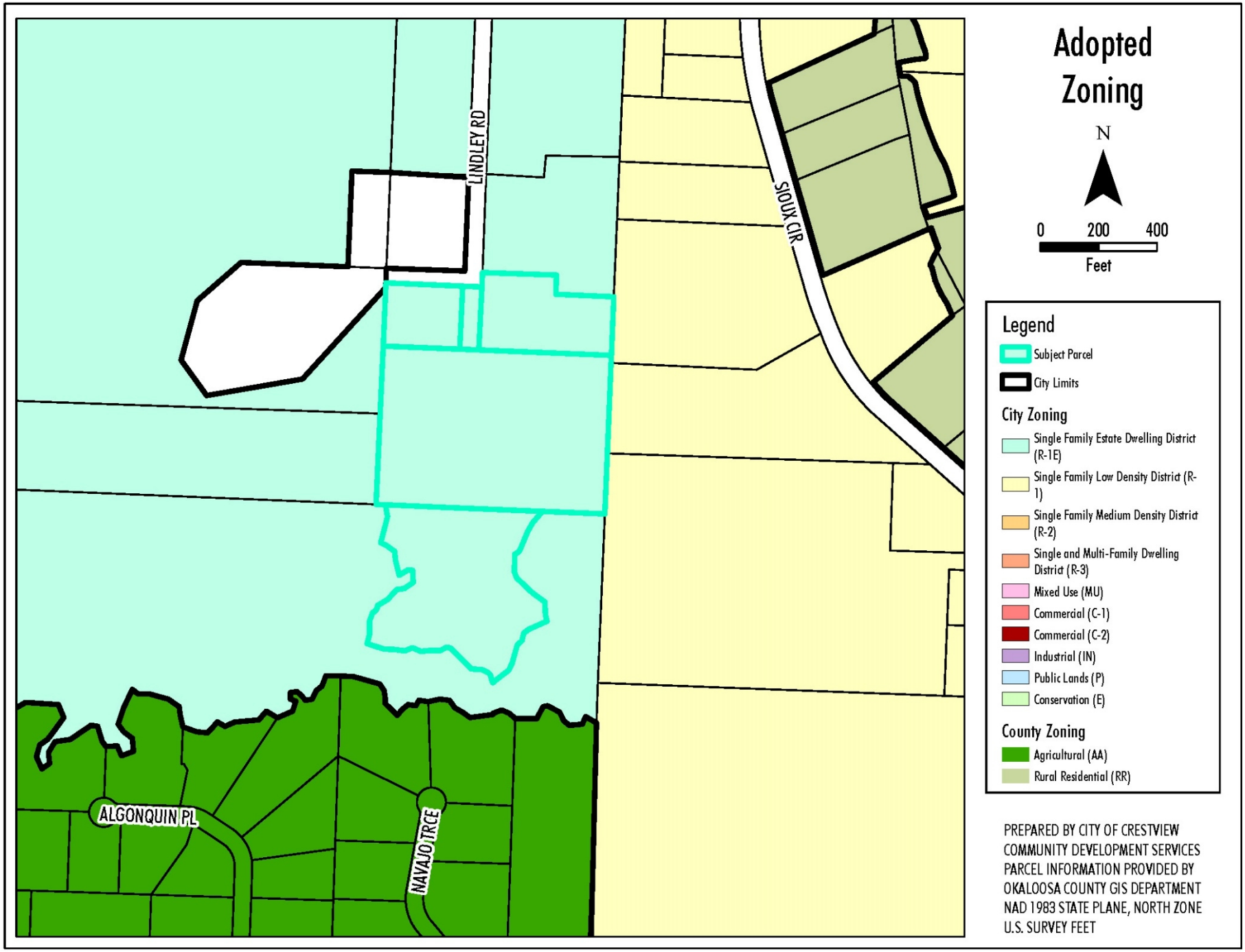
PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE _____ DAY OF _____, 2022.

ATTEST:

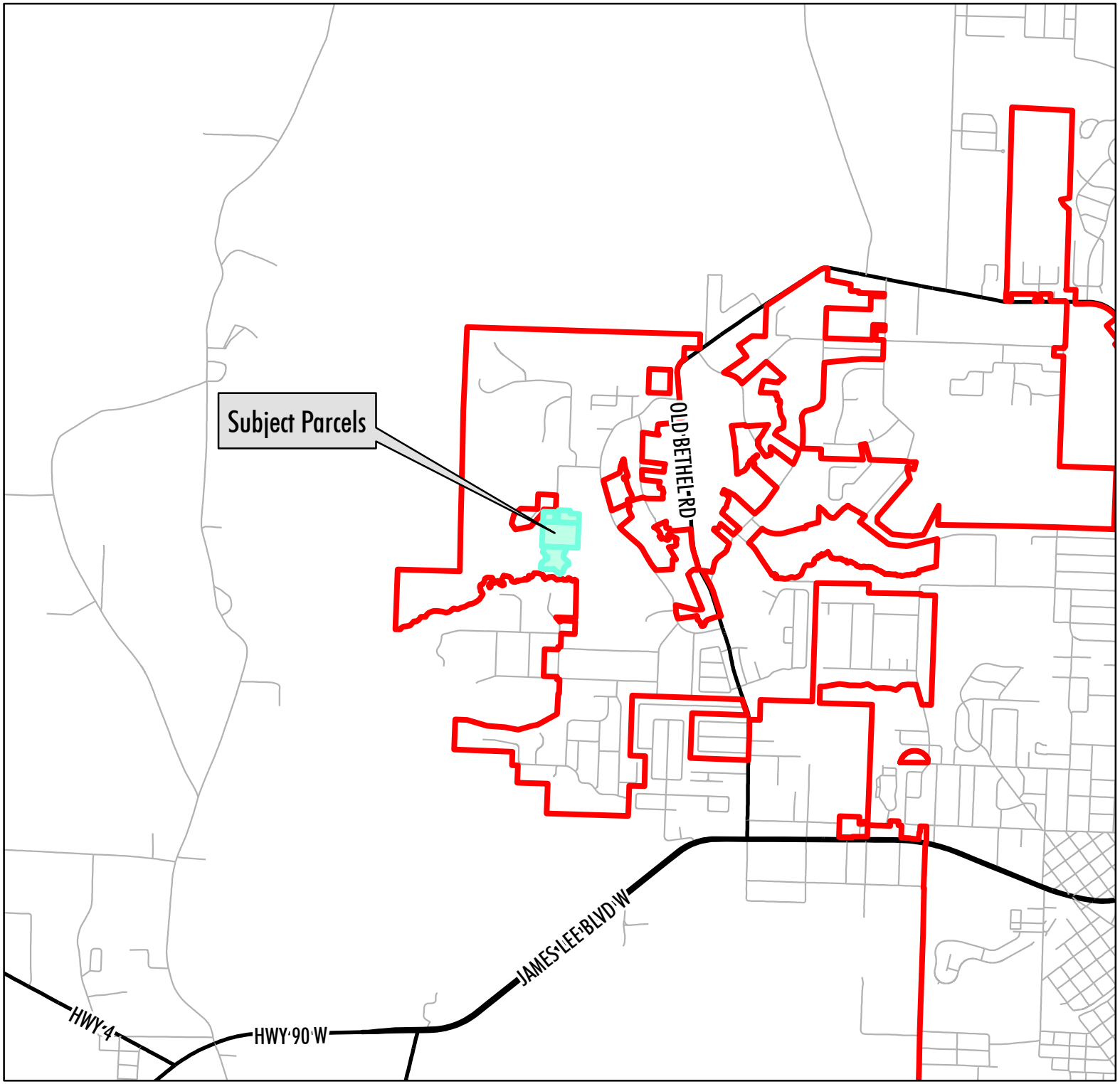
_____
MARYANNE SCHRADER
City Clerk

APPROVED BY ME THIS _____DAY OF _____, 2022.

_____
J. B. WHITTEN
Mayor


Adopted Zoning
N
0 200 400
Feet
Legend
Subject Parcel
City Limits
City Zoning
Single Family Estate Dwelling District (R-1E)
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
Agricultural (AA)
Rural Residential (RR)
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
LINDLEY RD
SIOUX CIR
ALGONQUIN PL
NAVAJO TRCE

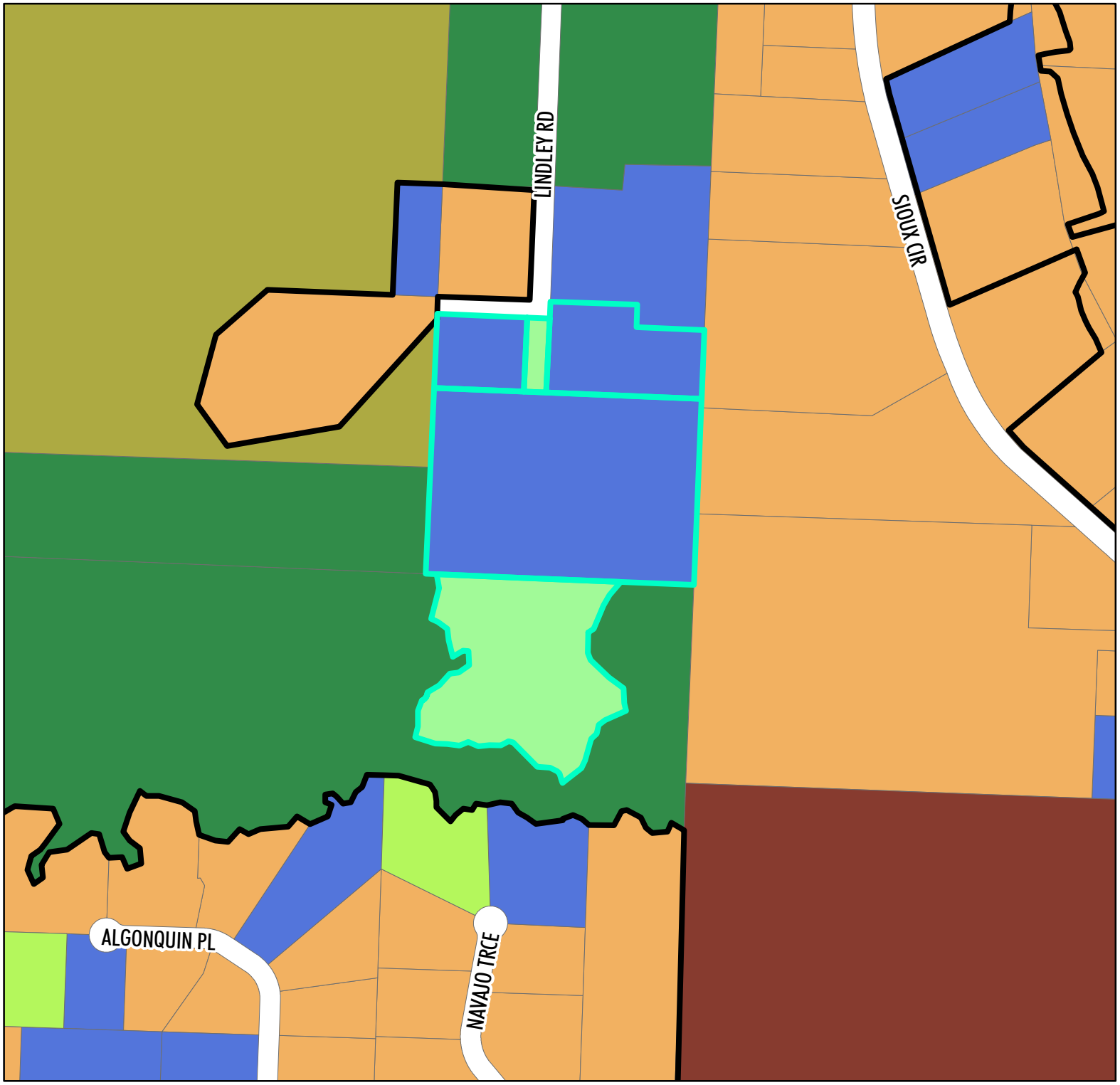
Vicinity Map



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

0 200 400

Feet

Legend

Subject Parcel

City Limits

Existing Use

- County
- Improved A
- No AG Acre
- Single Family
- Timber
- Timberland
- Vacant

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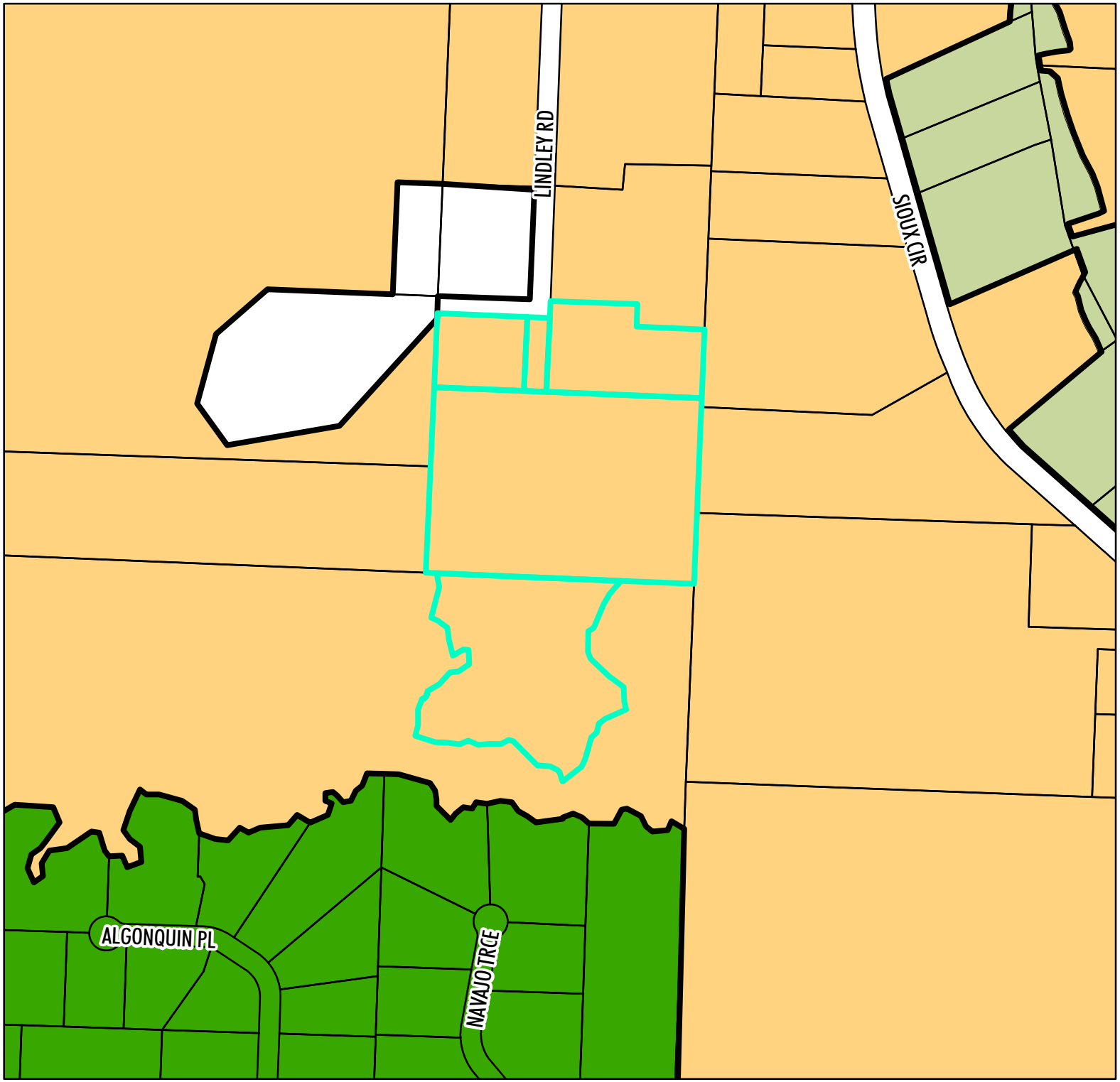
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use

N

0 200 400

Feet

Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

Public Lands (PL)

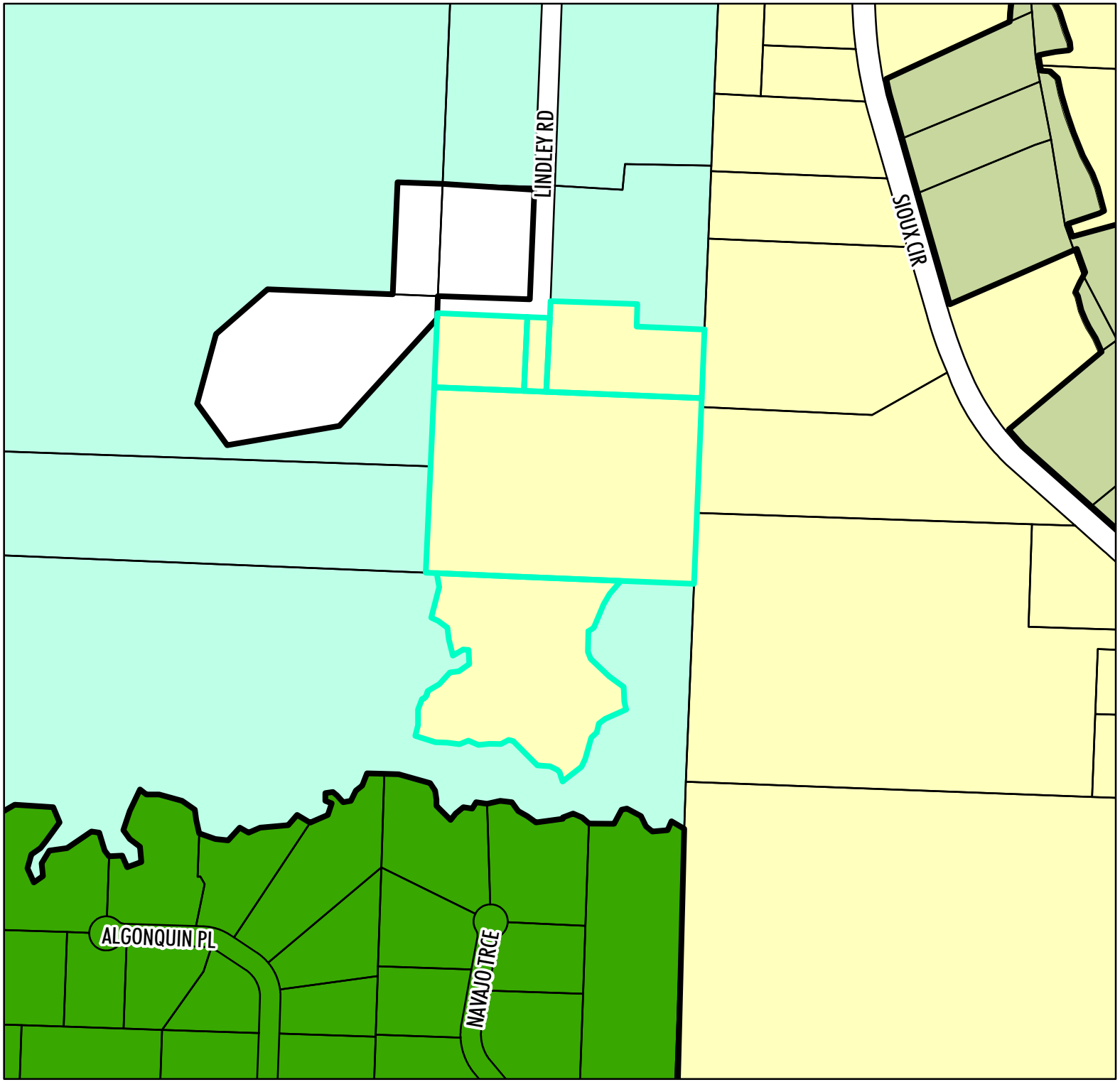
Residential (R)

County Future Land Use

Agriculture (AG)

Rural Residential (RR)

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

0 200 400

Feet

Legend

- Subject Parcel
- City Limits

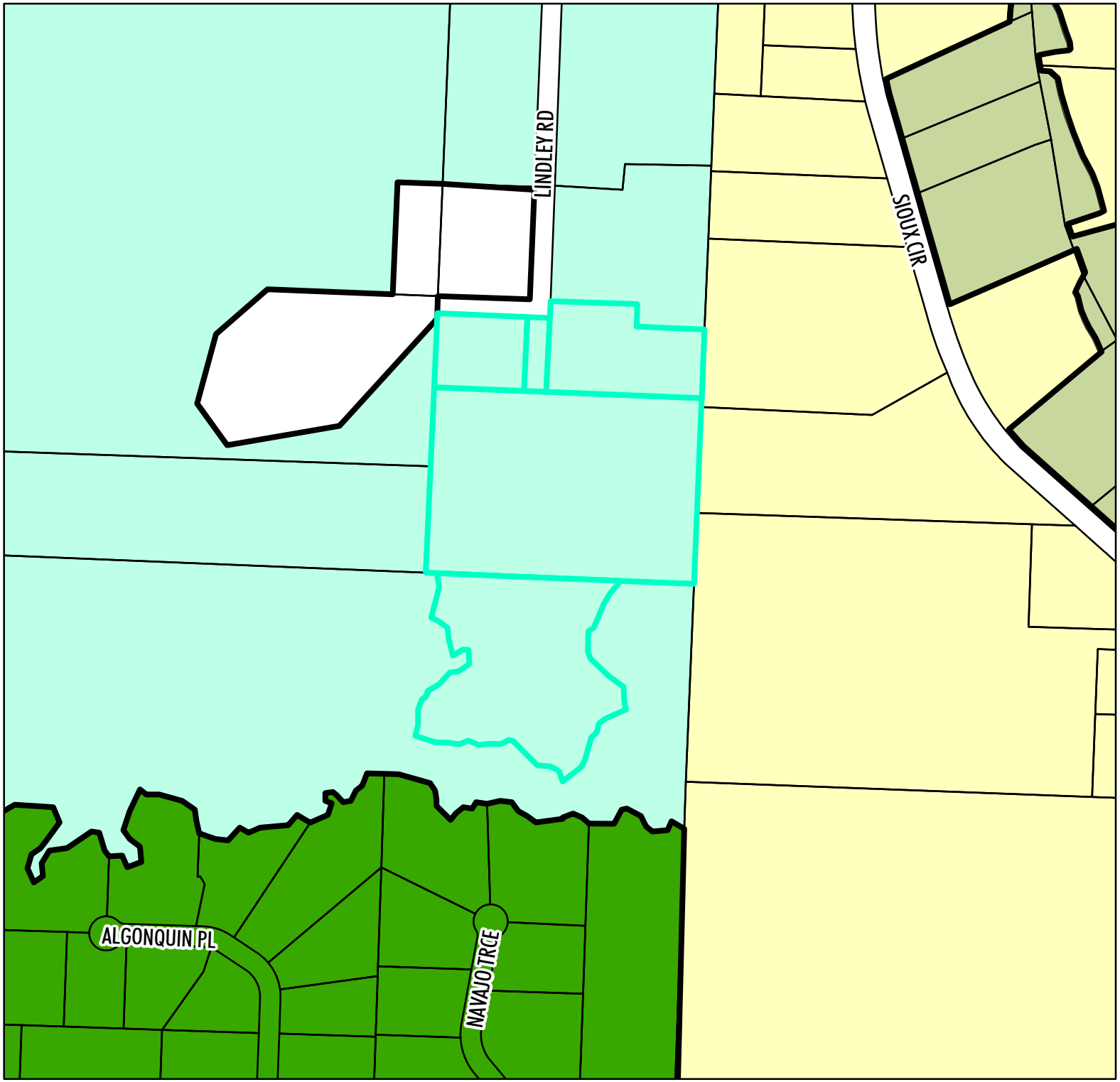
City Zoning

- Single-Family Estate District (R-1E)
- 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

- Agricultural (AA)
- Rural Residential (RR)

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

0 200 400

Feet

Legend

- Subject Parcel
- City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- 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

- Agricultural (AA)
- Rural Residential (RR)

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 # 8.2.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Ordinance

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Dawn Barnes, Nicholas Schwendt, Gis
DATE:	4/6/2022
SUBJECT:	Ordinance 1861 - Antioch Road Annexation

BACKGROUND:

On March 7, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Antioch Road.

The subject property is currently located within unincorporated Okaloosa County with future land use designations of Agriculture and Low Density Residential, and zoning designations of Agriculture and Residential-1.

The Planning and Development Board recommended approval of the request on April 4, 2022.

DISCUSSION:

The property description is as follows:

Property Owner:	RSW Foundation LLC 308 W James Lee Blvd Crestview, FL 32536
Parcel ID:	23-3N-24-0000-0012-0000 23-3N-24-0000-0015-0000 23-3N-24-0000-0014-0010 26-3N-24-0000-0002-0000
Site Size:	58.55 acres
Current FLU:	Okaloosa County Agriculture and Low Density Residential
Current Zoning:	Okaloosa County Agriculture and Residential-1
Current Land Use:	Vacant and Residential

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Agriculture	Okaloosa County Agriculture	Vacant
East	Okaloosa County Agriculture & Public Lands (PL)	Okaloosa County Agriculture & Public Lands (PL)	Vacant & Golf Course
South	Okaloosa County Low Density Residential & Public Lands (PL)	Okaloosa County Residential-1 & Public Lands (PL)	Residential & Golf Course

West	Okaloosa County Agriculture and Low Density Residential	Okaloosa County Agriculture and Residential-1	Vacant & Residential

The subject properties are currently vacant or developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential 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 four (4) lots 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 March 14, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on March 22, 2022. The property was posted on March 21, 2022. An advertisement ran in the Crestview News Bulletin on March 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 that the council move Ordinance 1861 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1861

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 58.55 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTIONS 23 & 26, TOWNSHIP 3 NORTH, RANGE 24 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 # 23-3N-24-0000-0012-0000, 23-3N-24-0000-0015-0000, 23-3N-24-0000-0014-0010, 26-3N-24-0000-0002-0000 (Deed recorded in Book 3595, page 1908, dated December 21, 2021)

PARCEL 1:

An undivided one-half interest, being all my interest, in and to the following described property, to wit:

That portion of the Southwest 1/4 of the Southwest 1/4, lying East of Highway #4 (Antioch Road), LESS AND EXCEPT THE South 60 feet thereof in Section 23, Township 3 North, Range 24 West, Okaloosa County, Florida.

PARCEL IDENTIFICATION NUMBER: 23-3N-24-0000-0014-0010

PARCEL 2:

Parcel 1:

The NW ¼ of NE ¼, Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida.

Parcel 2:

Begin at the NE corner of the NW ¼ if Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida for P.O.B.; thence run West 1110 feet; thence run South 525.0 feet; thence run East 420.0 feet; thence run 105.0 feet; thence run East 690 feet; thence run North 630.0 feet to the Point of Beginning, containing 15.5 acres, more or less.

Parcel 3:

Commencing at an existing iron pin marking the N.E. corner of N.W. 1/4, of N.W. 1/4, of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida, also being the point of beginning; thence S 85°34'21" W a distance of 183.01 feet to a set iron pin, on East right of way line of Antioch Road; thence S 75°55'28" E a distance of 192.20 feet to a set iron pin; thence N 85°34'21" E a distance of 420.83 feet to a set iron pin; thence N 3°43'39" W a distance of 1.00 feet to a set iron pin; thence S 85°34'21" W a distance of 210.00 feet to a set iron pin; thence N 3°43'39" W a distance of 59.00 feet to a set iron pin; thence S 85°34'21" W a distance of 210.83 feet to a set iron pin; thence N 3°43'39" W a distance of 1.00 feet to the Point of Beginning.

Parcel 4:

Commencing at the SE corner of SW ¼ of SW ¼ Section 23, Township 3 North, Range 24 West, Okaloosa County, Florida, also being the Point of Beginning; thence South 85 degrees 34 minutes 21 seconds West 183.41 feet; thence North 03 degrees 4 minutes 39 seconds West 60 feet; thence North 85 degrees 34 minutes 21 seconds East 182.0 feet; thence South 03 degrees 57 minutes 28 seconds East 60 feet to Point of Beginning, containing 0.25 acres more or less.

Parcel 5:

Commencing at a lightwood post marking the Southeast comer of the Northeast Quarter of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence North 00 degrees 03'13" East along the East line of said Section 26, a distance of 1838.04 feet to a 4-inch diameter concrete monument, which is 175 yards North of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section; thence North 89 degrees 53'56" West a distance of 1317.04 feet to a 4-inch diameter concrete monument; thence South 00 degrees 08'51" East along the West line of the Northeast Quarter of the Northeast Quarter of said Section, a distance of 525 feet to a 4-inch diameter concrete monument marking the Northeast comer of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 53'55" West a distance of 1315.19 feet to a 4-inch diameter concrete monument marking the Southeast corner of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 20'55" West a distance of 618.56 feet to the Point of Beginning; thence continue North 00 degrees 20'55" West a distance of 65.0 feet; thence North 89 degrees 53'31" West a distance of 569.0 feet; thence South 0 degrees 39' 28" East a distance of 65.0 feet; thence South 89 degrees 53'31" East a distance of 569.0 feet to the Point of Beginning.

Parcel 6:

An undivided one-half interest:

Beginning at the NW corner of NE ¼ of NW 1/4, Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida, thence South run 399 feet to point of beginning of the land herein conveyed, thence continue South 772 feet to the East ROW of Florida State Road #4, thence along the East ROW run in a Northerly direction 852 feet, thence run Easterly 185.5 feet to point of beginning herein conveyed.

Parcel 7:

A non-exclusive access easement over and across:

Begin at Northwest corner of NE ¼ of NW ¼, Sec 26, TWP. 3 N, Range 24 West, in Okaloosa County, Florida, thence run South 484 feet for Point of Beginning of the easement hereby granted and conveyed, thence run East 210 feet, thence run South 30 feet, thence run West 210 feet, thence run North 30 feet back to the point of beginning, situate in NE ¼ of NW ¼, Section 26, Twp. 3 North, Range 24 West in Okaloosa County, Florida, consisting of a strip of land 210 feet East and West and 30 feet North and South.

Less and Except the Following 7 Parcels:

Less Out Parcel A:

Begin at a point where the West boundary of the Northeast Quarter of the Northwest Quarter, Section 26, Township 3 North, Range 24 West, intersects with the South boundary of road to L.R. Green's; thence run South 300 feet; thence run West to the East boundary of the Florida State Road #4; thence along, on and with the East boundary of said road #4 run North to where the East boundary of road #4 intersects with the South boundary of road to L.R. Green's; thence 173 feet to point of beginning, in the Northwest Quarter of the Northwest Quarter of Section 26, Township 3 North, Range 24 West of Okaloosa County, Florida.

Less Out Parcel B:

Commencing at an iron pipe marking the NE corner of the NW ¼ of the NW ¼ of Section 26, Township 3 N, Range 24 W, Okaloosa County, Florida; run S 89°46'55" E along the N line of said Section 26 a distance of 210.0'; thence runs S 00°05'05"W a distance of 60.0' to an iron rod and the Point of Beginning; thence continue S 00°05'05" W a distance of 452.21' to a concrete monument; thence run S 89°46'55" E a distance of 210.0' to an iron rod; thence run N 00°05'05" E a distance of 452.21' to an iron rod; thence run N 89°46'55" W a distance of 210.0' to the P.O.B.

Less Out Parcel C:

Commence at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South 85°34'21" West 233.42 feet to a point on the center line of State Road 4. Said point being designated as Station 95 + 68.10, thence South 3°04'39" East along said center line a distance of 207.46 feet to the beginning of a curve to the left having a radius of 1910.08 feet, thence along said curve a distance of 293.49 feet through a central angle of 8°48'17" to a point on the curve, thence North 84°32'42" East 861.10 feet, thence South 5°27'18" East 25.00 feet to the Point of Beginning, thence continue South 5°27'18" East 105.00 feet, thence North 84°32'42" East 157.18 feet, thence North 5°27'18" West 105 feet, thence South 84°32'42" West 157.18 feet to the Point of Beginning. Contains 0.38 acres, more or less.

Less Out Parcel D:

The North 12.3 feet of the following described parcel:

Commencing at the Northwest corner of the Northeast ¼ of the Northwest ¼ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South 03°54'17" East along the West line thereof a distance of 512.97 feet to the Point of Beginning; thence North 85°34'21" East parallel with the North line of said Section 26 a distance of 420.0 feet; thence South 03°54'17" East parallel with the said West line a distance of 300.00 feet; thence South 85°34'21" West a distance of 150.00 feet; thence South 03°54'17" East a distance of 280.00 feet; thence South 85°34'21" West a distance of 272.24 feet to the East right of way line State Road S-4 (100.00' R/W); thence North 21°35'39" West along East right of way line a distance of 306.20 feet a point of curvature; thence along the arc of a curve a distance of 296.01 feet. Said curve having a radius of 1860.08 feet, a delta angle of 09°07'05", a Chord 295.44 feet, and a chord bearing North 17°43'11" West, thence leaving said East right of way line North 85°34'21" East a distance of 165.84 feet to the Point of Beginning.

Less Out Parcel E:

Beginning at a lightwood post marking the Southeast corner of the Northeast Quarter of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence North 00 degrees 03'13" East along the East line of said Section 26 a distance of 1838.04 feet to a 4-inch diameter concrete

monument, which is 175 yards North of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section; thence North 89 degrees 53'56" West a distance of 1317.04 feet to a 4-inch diameter concrete monument; thence South 00 degrees 08'51" East along the West line of the Northeast Quarter of the Northeast Quarter of the said Section, a distance of 525 feet to a 4-inch diameter concrete monument marking the Northeast corner of the Southwest Quarter of the Northeast Quarter and the Point of Beginning; thence North 89 degrees 53'55" West a distance of 200 feet; thence run in a Northeasterly direction a distance of 301.04 feet to a point that is North 0 degrees 08'51" West and 225 feet from the Point of Beginning; thence South 0 degrees 08'51" East a distance of 225 feet to the Point of Beginning.

Less Out of Parcel F:

Commencing at an existing iron pin marking the N.E. corner of N.W. ¼, of N.W. ¼ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence N 85°34'21" E a distance of 420.83 feet to a set iron pin; thence S 3°43'39" E a distance of 61.00 feet to a set iron pin and the point of beginning; thence continue S 3°43'39" E a distance of 241.43 feet to an existing concrete monument; thence S 4°53'59" E a distance of 171.54 feet to a set iron pin; thence N 84°15'22" E a distance of 84.53 feet to a set iron pin; thence N 3°43'39" W a distance of 411.03 feet to a set iron pin; thence S 85°34'21" W a distance of 88.00 feet to the point of beginning.

Less out Parcel G:

Commencing at the Northwest corner of Northeast ¼ of the Northwest ¼ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South 03 degrees 54 minutes 17 seconds East along the West line thereof a distance of 512.97 feet to the Point of Beginning; thence North 85 degrees 34 minutes 21 seconds East parallel with the North line of said Section 26 a distance of 420.0 feet; thence South 03 degrees 54 minutes 17 seconds East parallel with the said West line a distance of 300.00 feet; thence South 85 degrees 34 minutes 21 seconds West a distance of 150.00 feet; thence South 03 degrees 54 minutes 17 seconds East a distance of 280.00 feet; thence South 85 degrees 34 minutes 21 seconds West a distance of 272.24 feet to the East right of way line of State Road S-4 (100.00 R/W); thence North 21 degrees 35 minutes 39 seconds West along said East right of way a distance of 306.20 feet to a point of curvature; thence along the arc of a curve a distance of 296.01 feet. Said curve having a radius of 1860.08 feet, a delta angle of 09 degrees 07 minutes 05 seconds, a chord of 295.44 feet, and a chord bearing North 17 degrees 43 minutes 11 seconds West; thence leaving said East right of way line North 85 degrees 34 minutes 21 seconds East a distance of 165.84 feet to the Point of Beginning.

TOGETHER with the Easements recorded in O.R. Book 2557, page 656 and O.R. Book 2557, page 660, of the public records of Okaloosa County, Florida.

PARCEL IDENTIFICATION NUMBER: 26-3N-24-0000-0002-0000

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, with a zoning designation to be assigned and run concurrent with the approval and adoption of the Comprehensive Plan amendment by the proper authorities.

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

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

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

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

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

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

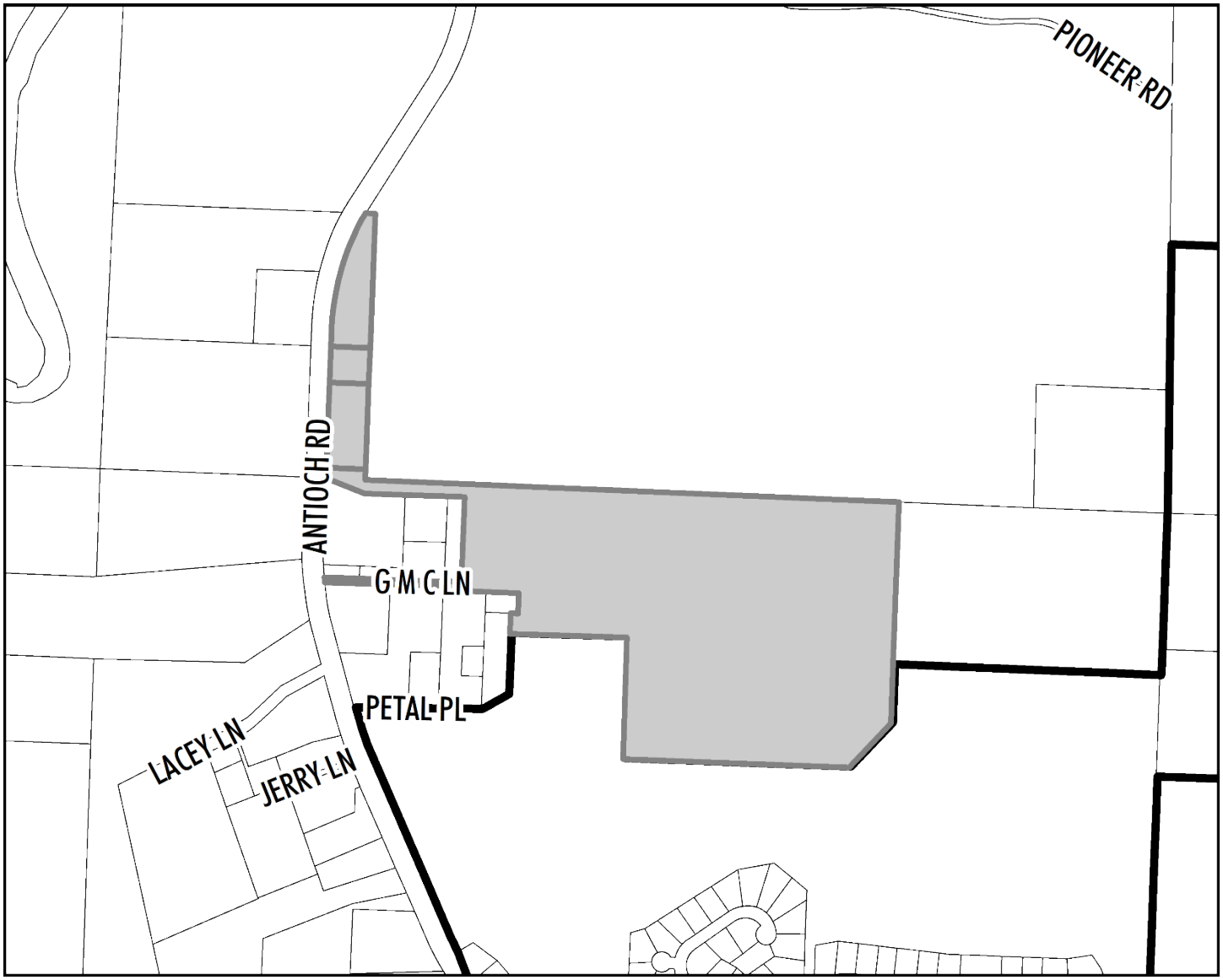
SECTION 12 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE _____ DAY OF _____, 2022.
ATTEST:

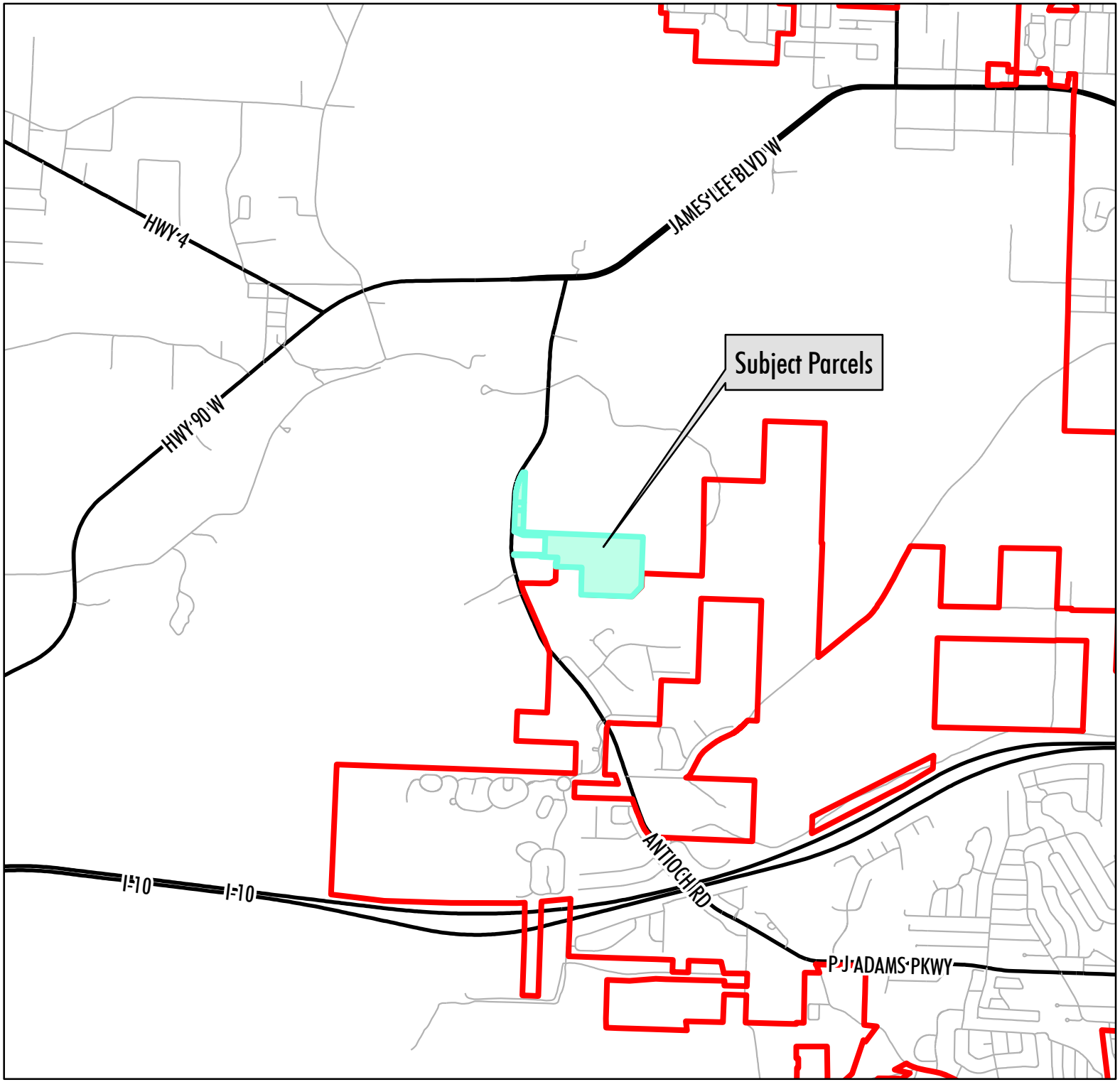
_____
MARYANNE SCHRADER
City Clerk

APPROVED BY ME THIS _____DAY OF _____, 2022.

_____
J. B. WHITTEN
Mayor


PIONEER RD
ANTIOCH RD
G M C LN
PETAL PL
LACEY LN
JERRY LN

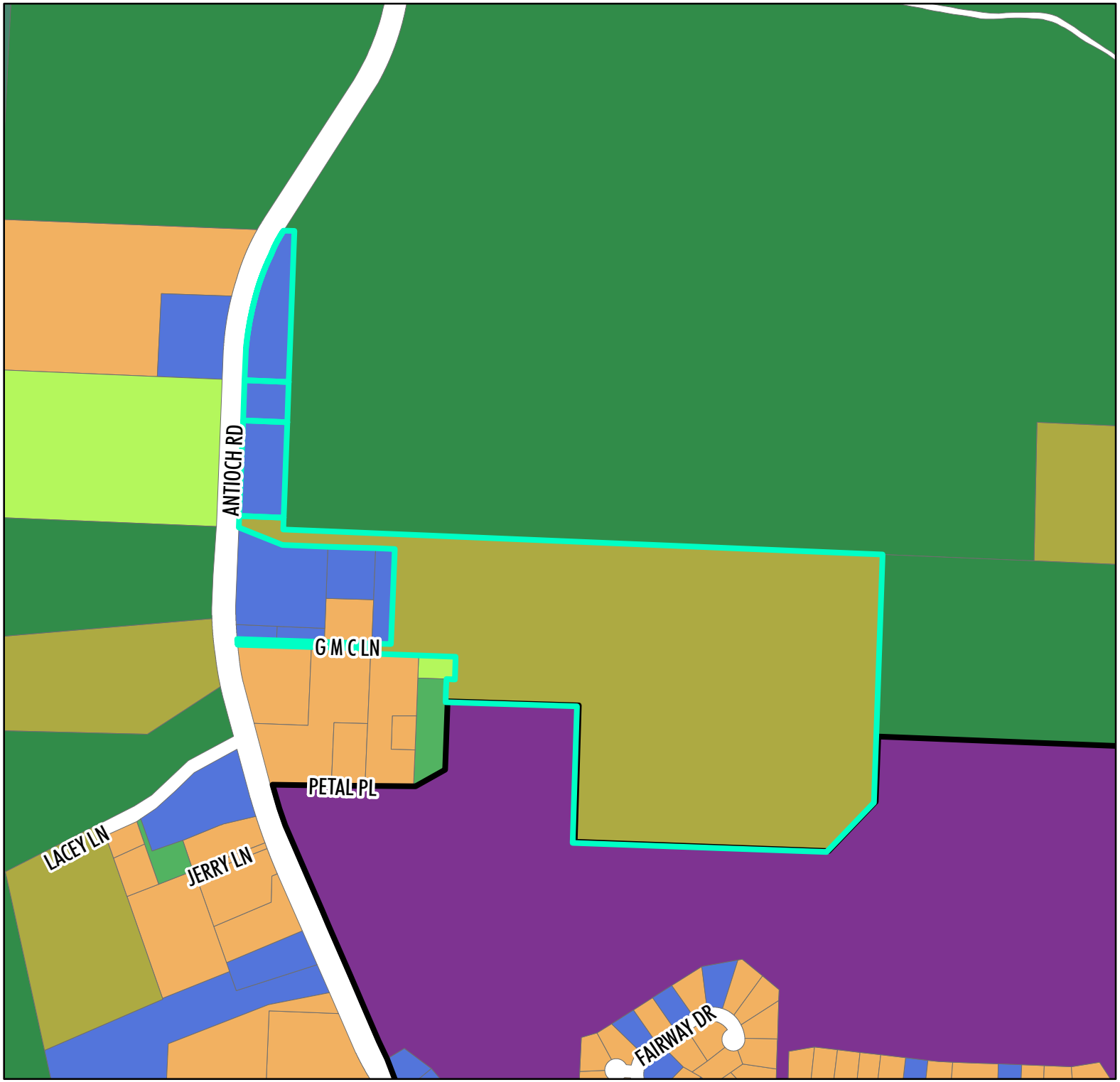
Vicinity Map



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

0 300 600

Feet

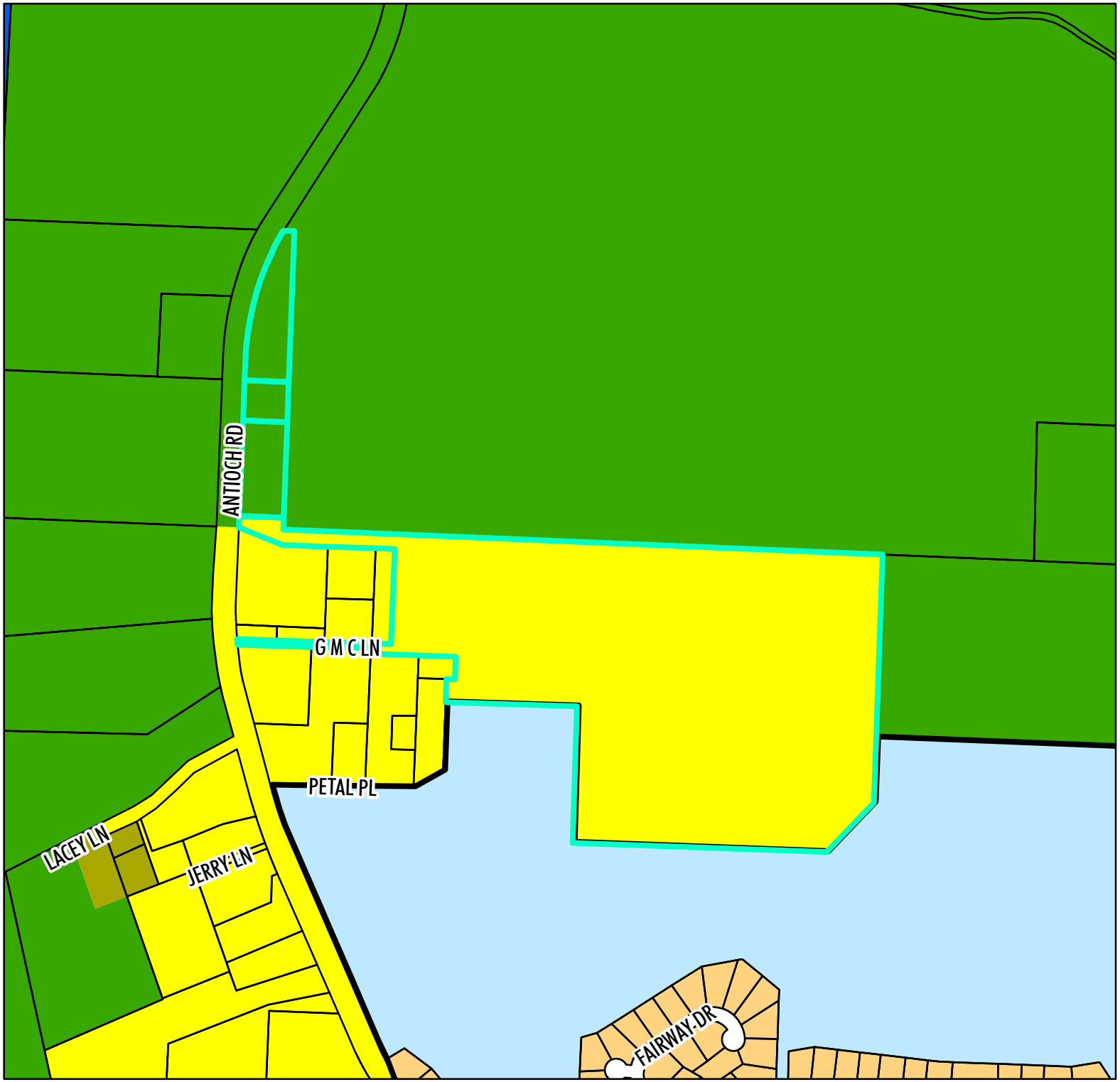
Legend

- Subject Parcel
- City Limits

Existing Use

- County
- Golf Course
- Improved A
- Mobile Home
- Single Family
- Timberland
- Vacant
- Water Managment

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

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

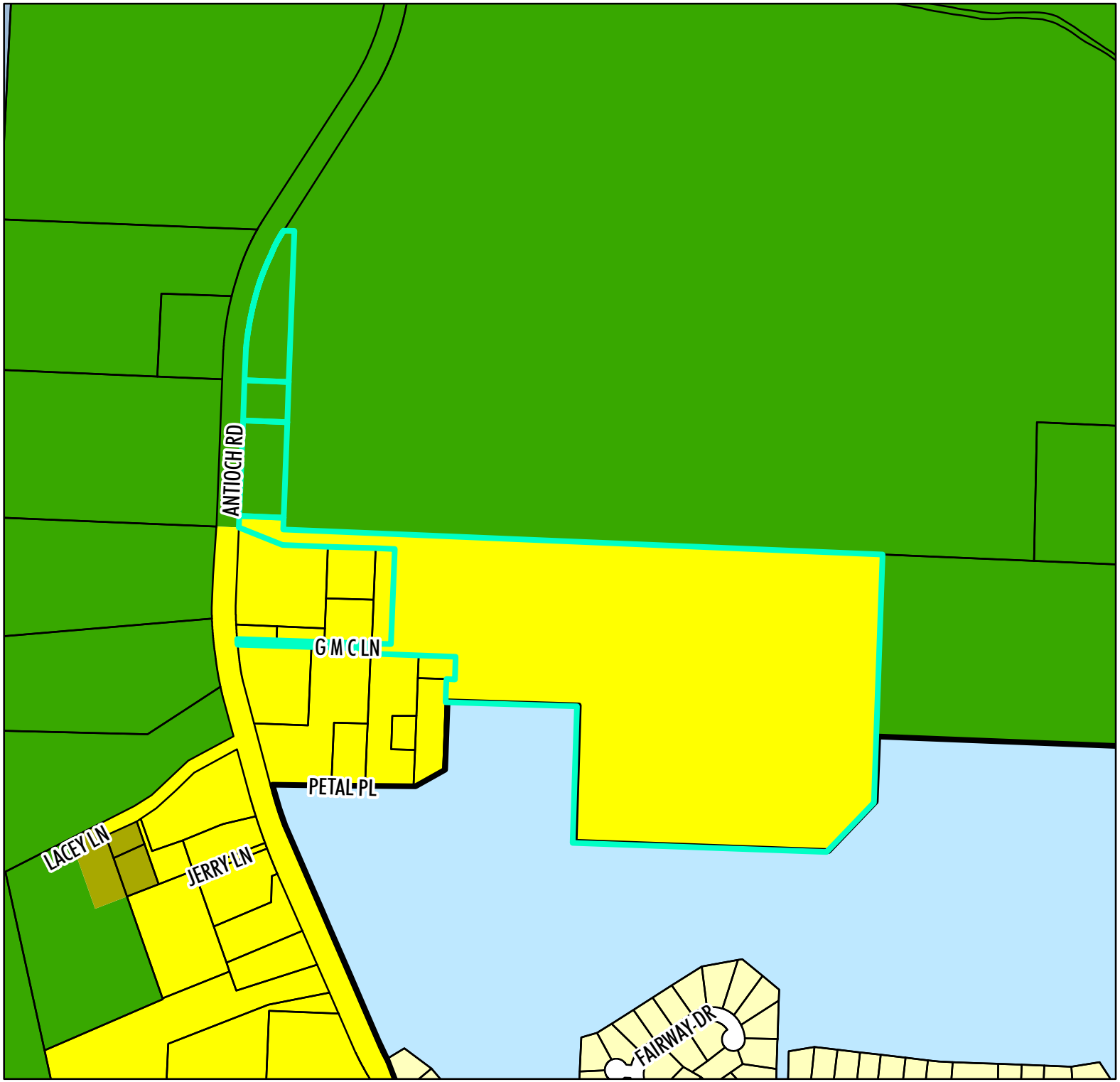
City Future Land Use

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

County Future Land Use

- Agriculture (AG)
- Conservation (CON)
- Low Density Residential (LDR)
- Mixed Use (MU)

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



Current Zoning

N

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

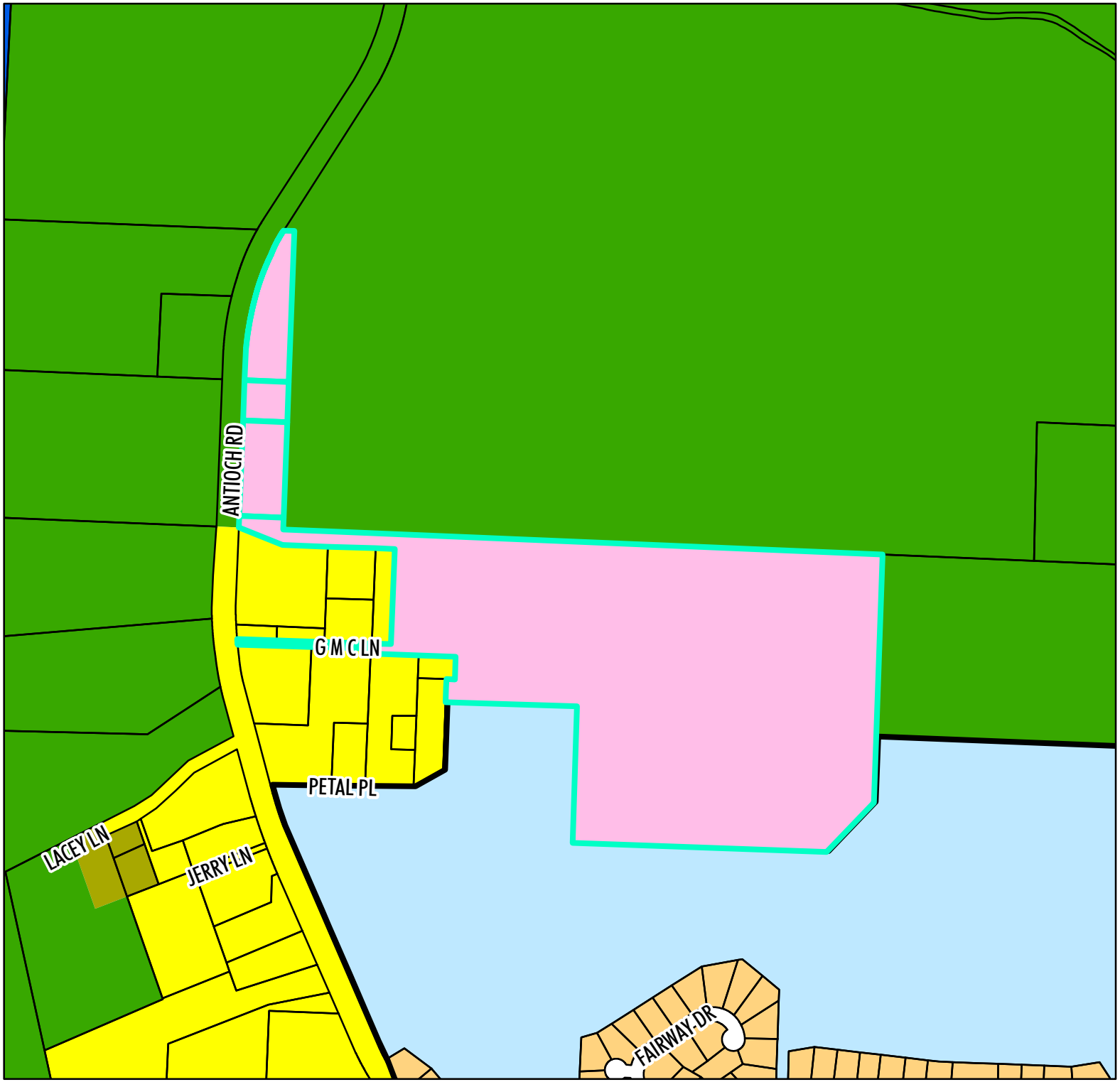
City Zoning

- Single Family Estate Dwelling District (R-1E)
- 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

- Agricultural (AA)
- Residential - 1 (R-1)
- Mixed Use (MU)
- Institutional (INST)

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

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

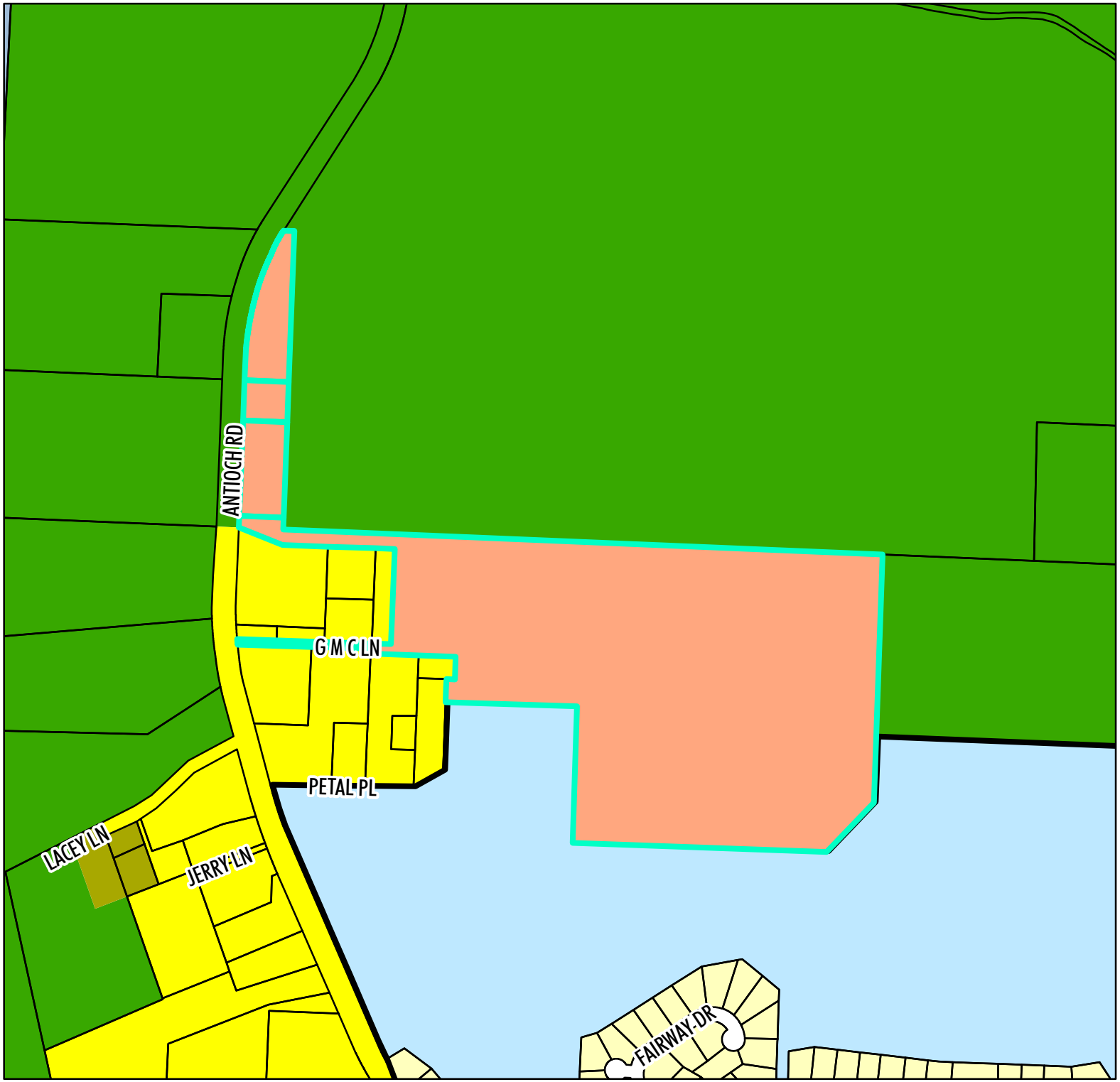
City Future Land Use

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

County Future Land Use

- Agriculture (AG)
- Conservation (CON)
- Low Density Residential (LDR)
- Mixed Use (MU)

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



Proposed Zoning

N

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- 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

- Agricultural (AA)
- Residential - 1 (R-1)
- Mixed Use (MU)
- Institutional (INST)

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 # 8.3.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Ordinance

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Dawn Barnes, Nicholas Schwendt, Gis
DATE:	4/6/2022
SUBJECT:	Ordinance 1862 - Antioch Road Comprehensive Plan Amendment

BACKGROUND:

On March 7, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Antioch Road.

The subject property is currently located within unincorporated Okaloosa County with future land use designations of Agriculture and Low Density Residential, and zoning designations of Agriculture and Residential-1.

The application requests the Mixed-Use future land use designation for the property.

The Planning and Development Board recommended approval of the request on April 4, 2022.

DISCUSSION:

The property description is as follows:

Property Owner:	RSW Foundation LLC 308 W James Lee Blvd Crestview, FL 32536
Parcel ID:	23-3N-24-0000-0012-0000 23-3N-24-0000-0015-0000 23-3N-24-0000-0014-0010 26-3N-24-0000-0002-0000
Site Size:	58.55 acres
Current FLU:	Okaloosa County Agriculture and Low Density Residential
Current Zoning:	Okaloosa County Agriculture and Residential-1
Current Land Use:	Vacant and Residential

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Agriculture	Okaloosa County Agriculture	Vacant
East	Okaloosa County Agriculture & Public Lands (PL)	Okaloosa County Agriculture & Public Lands (PL)	Vacant & Golf Course
South	Okaloosa County Low Density Residential & Public Lands (PL)	Okaloosa County Residential-1 & Public Lands (PL)	Residential & Golf Course

West	Okaloosa County Agriculture and Low Density Residential	Okaloosa County Agriculture and Residential-1	Vacant & Residential

The subject properties are currently vacant or developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential 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 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 March 14, 2022. The property was posted on March 21, 2022. An advertisement ran in the Crestview News Bulletin on March 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 that the council move Ordinance 1862 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1862

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 AGRICULTURE AND LOW DENSITY RESIDENTIAL TO MIXED USE (MU) ON APPROXIMATELY 58.55 ACRES, MORE OR LESS, IN SECTIONS 23 AND 26, TOWNSHIP 3 NORTH, RANGE 24 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 Agriculture and Low Density Residential to Mixed-Use (MU) on a parcel of land containing 58.55 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 58.55 acres of land, more or less, from Okaloosa County Agriculture and Low Density Residential to Mixed-Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 58.55 acres, more or less, is known as Parcels 23-3N-24-0000-0012-0000, 23-3N-24-0000-0015-0000, 23-3N-24-0000-0014-0010, and 26-3N-24-0000-0002-0000, and commonly described as:

PARCEL 1:

An undivided one-half interest, being all my interest, in and to the following described property, to wit:

That portion of the Southwest 1/4 of the Southwest 1/4, lying East of Highway #4 (Antioch Road), LESS AND EXCEPT THE South 60 feet thereof in Section 23, Township 3 North, Range 24 West, Okaloosa County, Florida.

PARCEL IDENTIFICATION NUMBER: 23-3N-24-0000-0014-0010

PARCEL 2:

Parcel 1:

The NW ¼ of NE ¼, Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida.

Parcel 2:

Begin at the NE corner of the NW ¼ if Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida for P.O.B.; thence run West 1110 feet; thence run South 525.0 feet; thence run East 420.0 feet; thence run 105.0 feet; thence run East 690 feet; thence run North 630.0 feet to the Point of Beginning, containing 15.5 acres, more or less.

Parcel 3:

Commencing at an existing iron pin marking the N.E. corner of N.W. 1/4, of N.W. 1/4, of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida, also being the point of beginning; thence S 85°34'21" W a distance of 183.01 feet to a set iron pin, on East right of way line of Antioch Road; thence S 75°55'28" E a distance of 192.20 feet to a set iron pin; thence N 85°34'21" E a distance of 420.83 feet to a set iron pin; thence N 3°43'39" W a distance of 1.00 feet to a set iron pin; thence S 85°34'21" W a distance of 210.00 feet to a set iron pin; thence N 3°43'39" W a distance of 59.00 feet to a set iron pin; thence S 85°34'21" W a distance of 210.83 feet to a set iron pin; thence N 3°43'39" W a distance of 1.00 feet to the Point of Beginning.

Parcel 4:

Commencing at the SE corner of SW ¼ of SW ¼ Section 23, Township 3 North, Range 24 West, Okaloosa County, Florida, also being the Point of Beginning; thence South 85 degrees 34 minutes 21 seconds West 183.41 feet; thence North 03 degrees 4 minutes 39 seconds West 60 feet; thence North 85 degrees 34 minutes 21 seconds East 182.0 feet; thence South 03 degrees 57 minutes 28 seconds East 60 feet to Point of Beginning, containing 0.25 acres more or less.

Parcel 5:

Commencing at a lightwood post marking the Southeast comer of the Northeast Quarter of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence North 00 degrees 03'13" East along the East line of said Section 26, a distance of 1838.04 feet to a 4-inch diameter concrete monument, which is 175 yards North of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section; thence North 89 degrees 53'56" West a distance of 1317.04 feet to a 4-inch diameter concrete monument; thence South 00 degrees 08'51" East along the West line of the Northeast Quarter of the Northeast Quarter of said Section, a distance of 525 feet to a 4-inch diameter concrete monument marking the Northeast comer of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 53'55" West a distance of 1315.19 feet to a 4-inch diameter concrete monument marking the Southeast corner of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 20'55" West a distance of 618.56 feet to the Point of Beginning; thence continue North 00 degrees 20'55" West a distance of 65.0 feet; thence North 89 degrees 53'31" West a distance of 569.0 feet; thence South 0 degrees 39' 28" East a distance of 65.0 feet; thence South 89 degrees 53'31" East a distance of 569.0 feet to the Point of Beginning.

Parcel 6:

An undivided one-half interest:

Beginning at the NW corner of NE ¼ of NW 1/4, Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida, thence South run 399 feet to point of beginning of the land herein conveyed, thence continue South 772 feet to the East ROW of Florida State Road #4, thence along the East ROW run in a Northerly direction 852 feet, thence run Easterly 185.5 feet to point of beginning herein conveyed.

Parcel 7:

A non-exclusive access easement over and across:

Begin at Northwest corner of NE ¼ of NW ¼, Sec 26, TWP. 3 N, Range 24 West, in Okaloosa County, Florida, thence run South 484 feet for Point of Beginning of the easement hereby granted and conveyed, thence run East 210 feet, thence run South 30 feet, thence run West 210 feet, thence run North 30 feet back to the point of beginning, situate in NE ¼ of NW ¼, Section 26, Twp. 3 North, Range 24 West in Okaloosa County, Florida, consisting of a strip of land 210 feet East and West and 30 feet North and South.

Less and Except the Following 7 Parcels:

Less Out Parcel A:

Begin at a point where the West boundary of the Northeast Quarter of the Northwest Quarter, Section 26, Township 3 North, Range 24 West, intersects with the South boundary of road to L.R. Green's; thence run South 300 feet; thence run West to the East boundary of the Florida State Road #4; thence along, on and with the East boundary of said road #4 run North to where the East boundary of road #4 intersects with the South boundary of road to L.R. Green's; thence 173 feet to point of beginning, in the Northwest Quarter of the Northwest Quarter of Section 26, Township 3 North, Range 24 West of Okaloosa County, Florida.

Less Out Parcel B:

Commencing at an iron pipe marking the NE corner of the NW ¼ of the NW ¼ of Section 26, Township 3 N, Range 24 W, Okaloosa County, Florida; run S 89°46'55" E along the N line of said Section 26 a distance of 210.0'; thence runs S 00°05'05"W a distance of 60.0' to an iron rod and the Point of Beginning; thence continue S 00°05'05" W a distance of 452.21' to a concrete monument; thence run S 89°46'55" E a distance of 210.0' to an iron rod; thence run N 00°05'05" E a distance of 452.21' to an iron rod; thence run N 89°46'55" W a distance of 210.0' to the P.O.B.

Less Out Parcel C:

Commence at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South 85°34'21" West 233.42 feet to a point on the center line of State Road 4. Said point being designated as Station 95 + 68.10, thence South 3°04'39" East along said center line a distance of 207.46 feet to the beginning of a curve to the left having a radius of 1910.08 feet, thence along said curve a distance of 293.49 feet through a central angle of 8°48'17" to a point on the curve, thence North 84°32'42" East 861.10 feet, thence South 5°27'18" East 25.00 feet to the Point of Beginning, thence continue South 5°27'18" East 105.00 feet, thence North 84°32'42" East 157.18 feet, thence North 5°27'18" West 105 feet, thence South 84°32'42" West 157.18 feet to the Point of Beginning. Contains 0.38 acres, more or less.

Less Out Parcel D:

The North 12.3 feet of the following described parcel:

Commencing at the Northwest corner of the Northeast ¼ of the Northwest ¼ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South 03°54'17" East along the West line thereof a distance of 512.97 feet to the Point of Beginning; thence North 85°34'21" East parallel with the North line of said Section 26 a distance of 420.0 feet; thence South 03°54'17" East parallel with the said West line a distance of 300.00 feet; thence South 85°34'21" West a distance of 150.00 feet; thence South 03°54'17" East a distance of 280.00 feet; thence South 85°34'21" West a distance of 272.24 feet to the East right of way line State Road S-4 (100.00' R/W); thence North 21°35'39" West along East right of way line a distance of 306.20 feet a point of curvature; thence along the arc of a curve a distance of 296.01 feet. Said curve having a radius of 1860.08 feet, a delta angle of 09°07'05", a Chord 295.44 feet, and a chord bearing North 17°43'11" West, thence leaving said East right of way line North 85°34'21" East a distance of 165.84 feet to the Point of Beginning.

Less Out Parcel E:

Beginning at a lightwood post marking the Southeast corner of the Northeast Quarter of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence North 00 degrees 03'13" East along the East line of said Section 26 a distance of 1838.04 feet to a 4-inch diameter concrete monument, which is 175 yards North of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section; thence North 89 degrees 53'56" West a distance of 1317.04 feet to a 4-inch diameter concrete monument; thence South 00 degrees 08'51" East along the West line of the Northeast Quarter of the Northeast Quarter of the said Section, a distance of 525 feet to a 4-inch diameter concrete monument marking the Northeast corner of the Southwest Quarter of the Northeast Quarter and the Point of Beginning; thence North 89 degrees 53'55" West a distance of 200 feet; thence run in a Northeasterly direction a distance of 301.04 feet to a point that is North 0 degrees 08'51" West and 225 feet from the Point of Beginning; thence South 0 degrees 08'51" East a distance of 225 feet to the Point of Beginning.

Less Out of Parcel F:

Commencing at an existing iron pin marking the N.E. corner of N.W. ¼, of N.W. ¼ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence N 85°34'21" E a distance of 420.83 feet to a set iron pin; thence S 3°43'39" E a distance of 61.00 feet to a set iron pin and the point of beginning; thence continue S 3°43'39" E a distance of 241.43 feet to an existing concrete monument; thence S 4°53'59" E a distance of 171.54 feet to a set iron pin; thence N 84°15'22" E a distance of 84.53 feet to a set iron pin; thence N 3°43'39" W a distance of 411.03 feet to a set iron pin; thence S 85°34'21" W a distance of 88.00 feet to the point of beginning.

Less out Parcel G:

Commencing at the Northwest corner of Northeast ¼ of the Northwest ¼ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South 03 degrees 54 minutes 17 seconds East along the West line thereof a distance of 512.97 feet to the Point of Beginning; thence North 85 degrees 34 minutes 21 seconds East parallel with the North line of said Section 26 a distance of 420.0 feet; thence South 03 degrees 54 minutes 17 seconds East parallel with the said West line a distance of 300.00 feet; thence South 85 degrees 34 minutes 21 seconds West a distance of 150.00 feet; thence South 03 degrees 54 minutes 17 seconds East a distance of 280.00 feet; thence South 85 degrees 34 minutes 21 seconds West a distance of 272.24 feet to the East right of way line of State Road S-4 (100.00 R/W); thence North 21 degrees 35 minutes 39 seconds West along said East right of way a distance of 306.20 feet to a point of curvature; thence along the arc of a curve a distance of 296.01 feet. Said curve having a radius of 1860.08 feet, a delta angle of 09 degrees 07 minutes 05 seconds, a chord of 295.44 feet, and a chord bearing North 17 degrees 43

minutes 11 seconds West; thence leaving said East right of way line North 85 degrees 34 minutes 21 seconds East a distance of 165.84 feet to the Point of Beginning.

TOGETHER with the Easements recorded in O.R. Book 2557, page 656 and O.R. Book 2557, page 660, of the public records of Okaloosa County, Florida.

PARCEL IDENTIFICATION NUMBER: 26-3N-24-0000-0002-0000

The Mixed-Use (MU) Future Land Use Category is hereby imposed on Parcels 23-3N-24-0000-0012-0000, 23-3N-24-0000-0015-0000, 23-3N-24-0000-0014-0010, and 26-3N-24-0000-0002-0000. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcels 23-3N-24-0000-0012-0000, 23-3N-24-0000-0015-0000, 23-3N-24-0000-0014-0010, and 26-3N-24-0000-0002-0000 thereon.

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

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

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

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

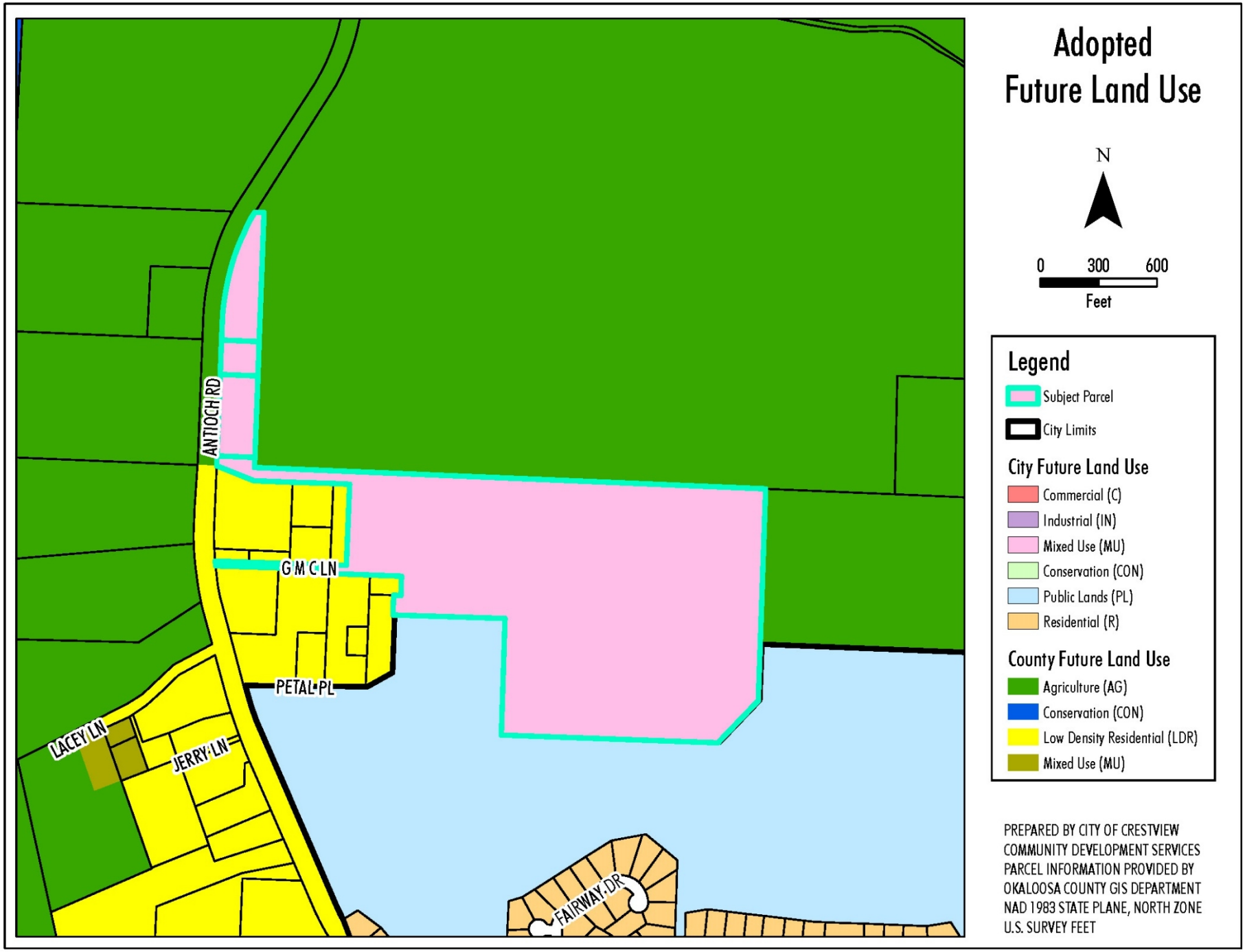
SECTION 9 – EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued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

PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE _____ DAY OF _____, 2022.
ATTEST:

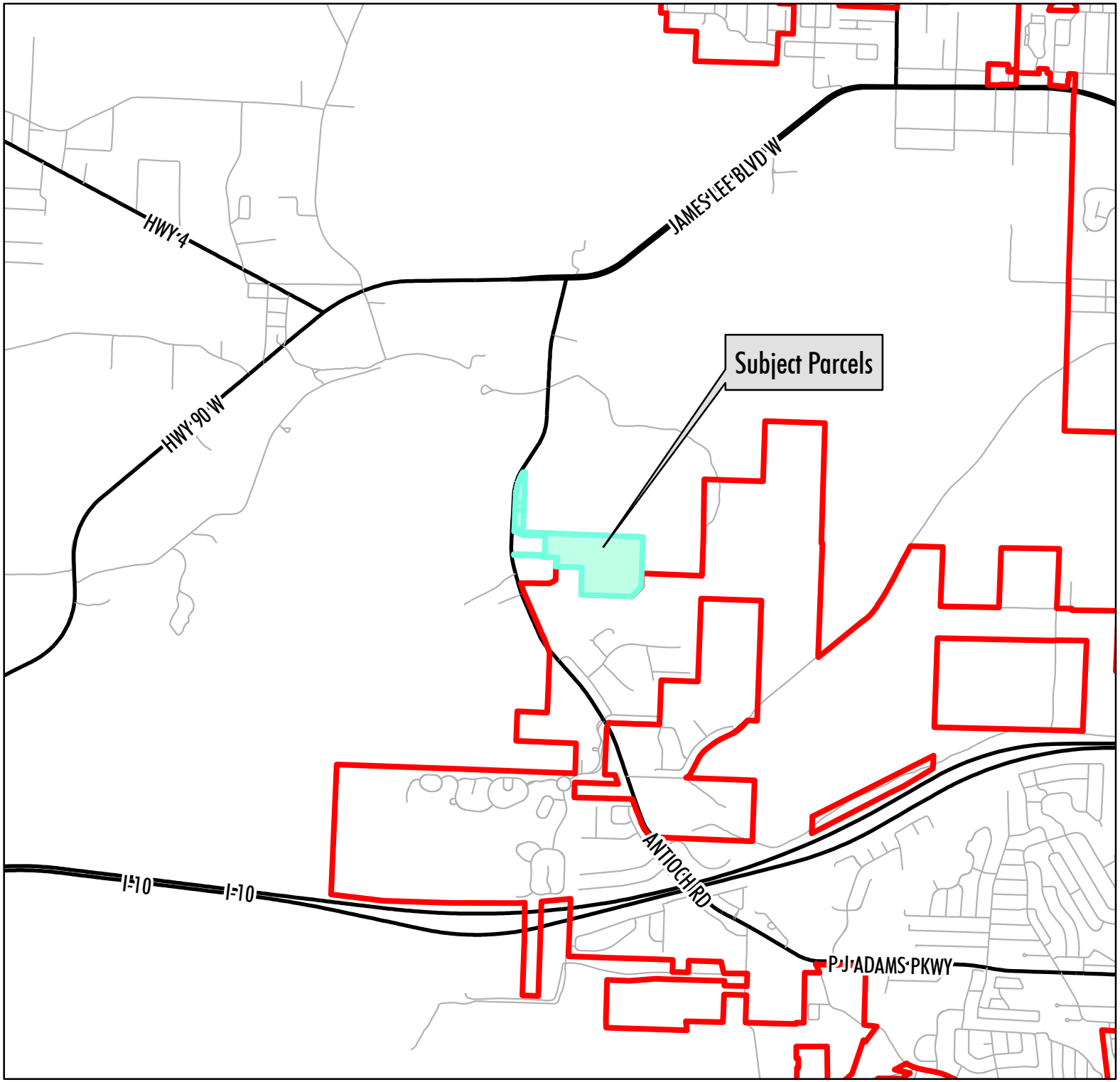
_____
MARYANNE SCHRADER
City Clerk

APPROVED BY ME THIS _____DAY OF _____, 2022.

_____
J. B. WHITTEN
Mayor


Adopted
Future Land Use
N
0
300
600
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
Agriculture (AG)
Conservation (CON)
Low Density Residential (LDR)
Mixed Use (MU)
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET
ANTIOCH RD
G M C LN
PETAL PL
LACEY LN
JERRY LN
FAIRWAY DR

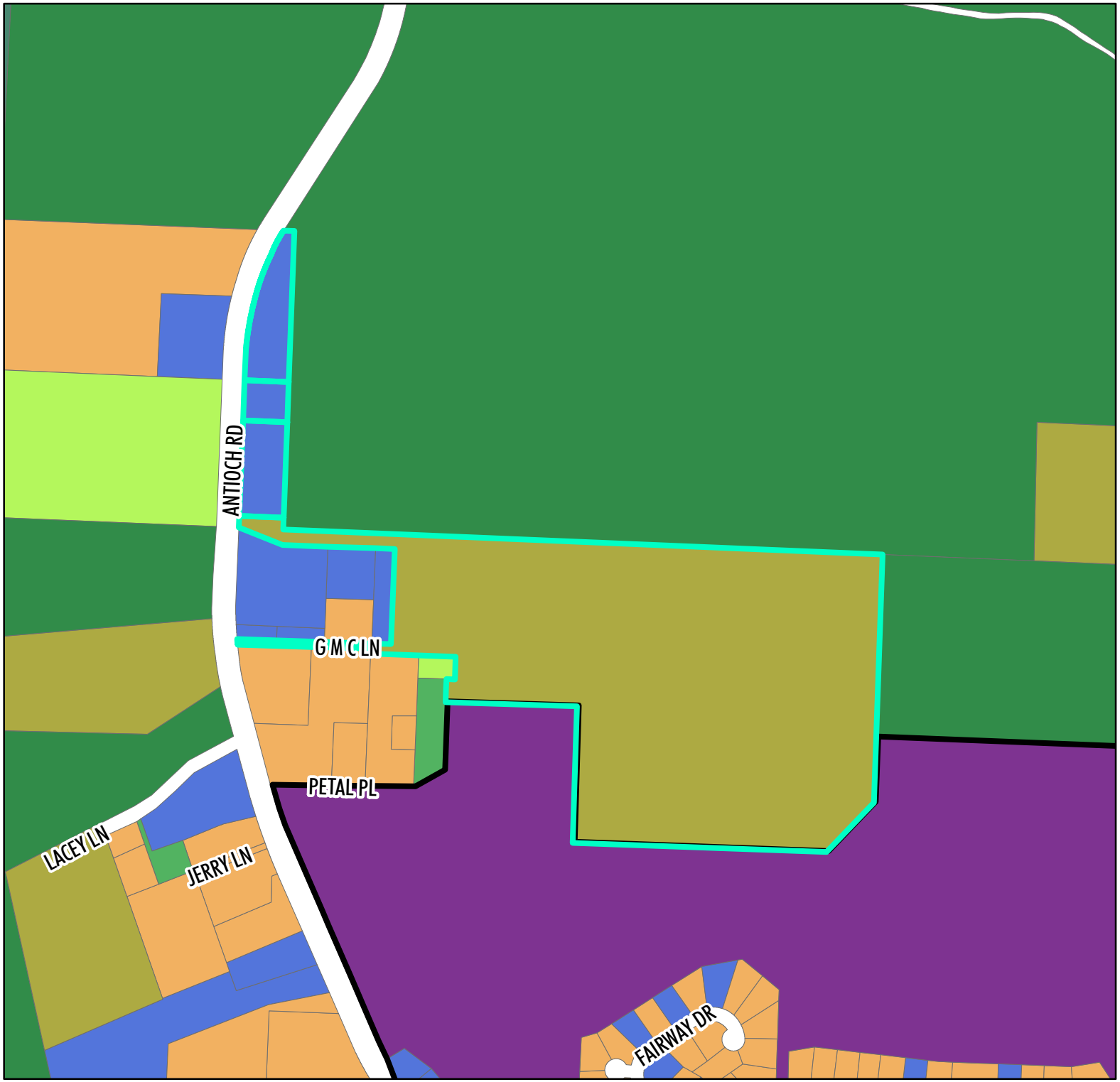
Vicinity Map



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

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

Existing Use

- County
- Golf Course
- Improved A
- Mobile Home
- Single Family
- Timberland
- Vacant
- Water Managment

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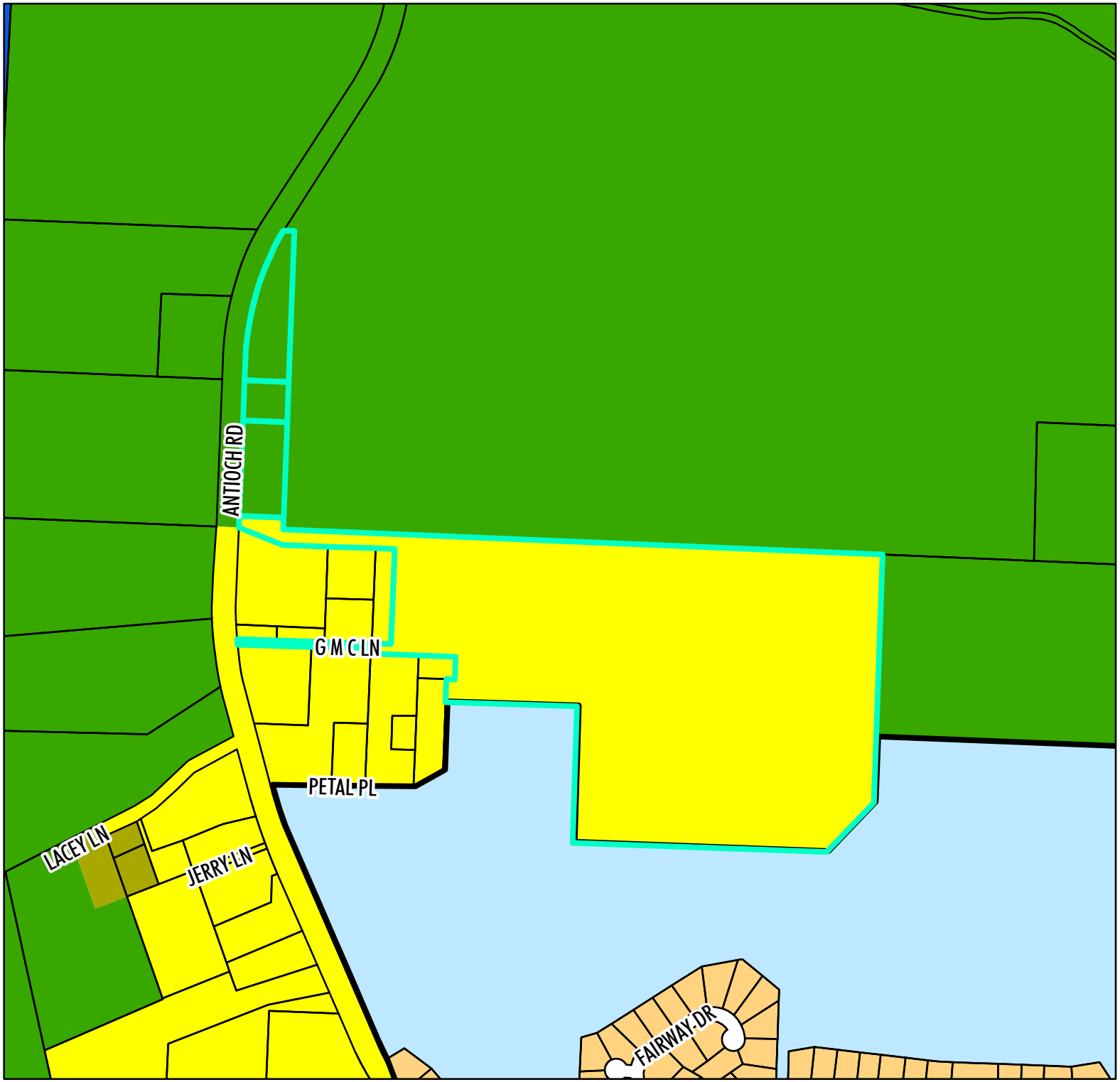
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use

N

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

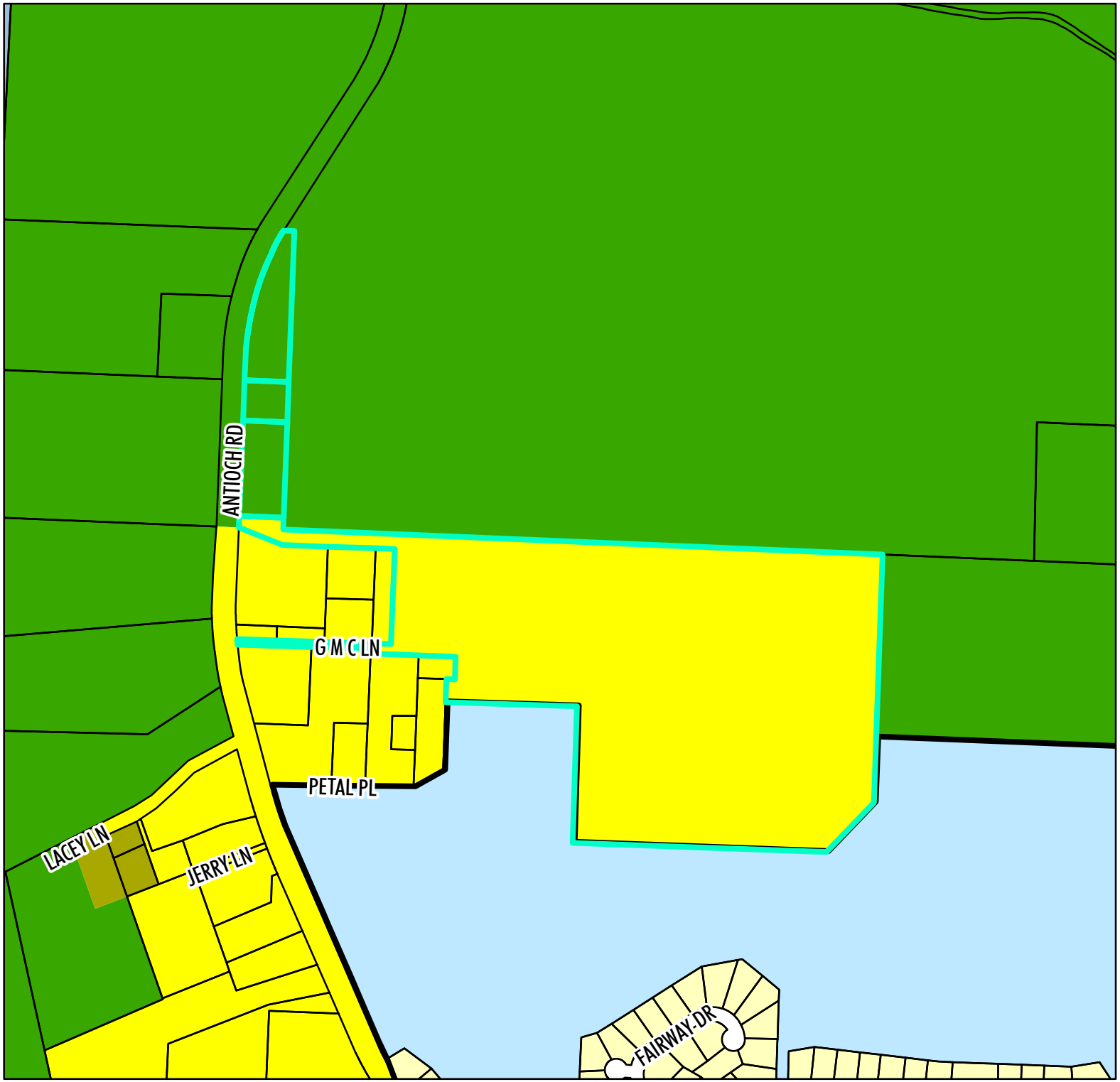
City Future Land Use

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

County Future Land Use

- Agriculture (AG)
- Conservation (CON)
- Low Density Residential (LDR)
- Mixed Use (MU)

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



Current Zoning

N

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- 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

- Agricultural (AA)
- Residential - 1 (R-1)
- Mixed Use (MU)
- Institutional (INST)

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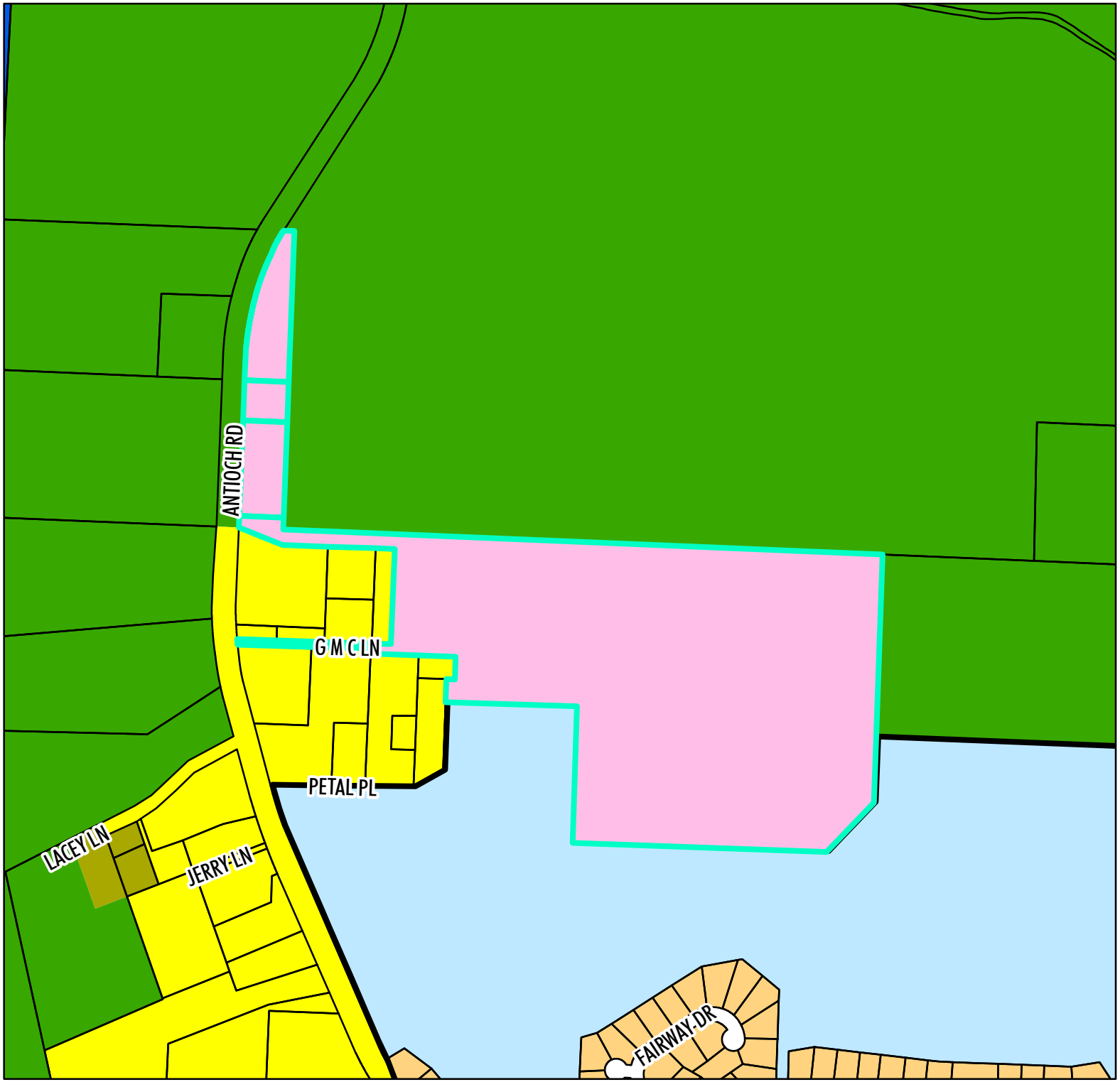
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Proposed Future Land Use

N

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

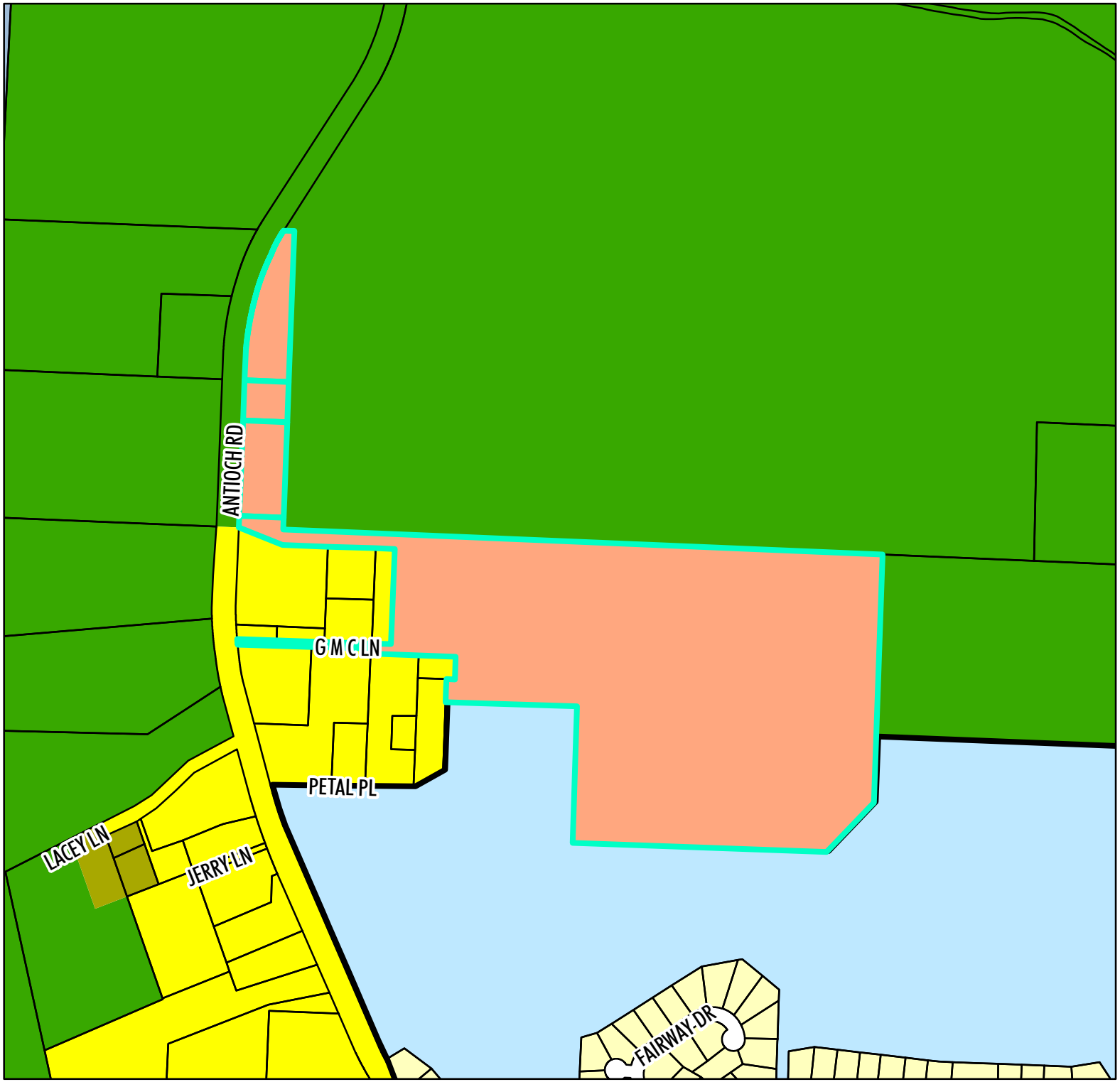
City Future Land Use

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

County Future Land Use

- Agriculture (AG)
- Conservation (CON)
- Low Density Residential (LDR)
- Mixed Use (MU)

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



Proposed Zoning

N

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- 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

- Agricultural (AA)
- Residential - 1 (R-1)
- Mixed Use (MU)
- Institutional (INST)

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 # 8.4.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Ordinance

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Dawn Barnes, Nicholas Schwendt, Gis
DATE:	4/6/2022
SUBJECT:	Ordinance 1863 - Antioch Road Rezoning

BACKGROUND:

On March 7, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Antioch Road.

The subject property is currently located within unincorporated Okaloosa County with future land use designations of Agriculture and Low Density Residential, and zoning designations of Agriculture and Residential-1.

The application requests the Single and Multi-Family Density Dwelling District (R-3) zoning designation for the property.

The Planning and Development Board recommended approval of the request on April 4, 2022.

DISCUSSION:

The property description is as follows:

Property Owner:	RSW Foundation LLC 308 W James Lee Blvd Crestview, FL 32536
Parcel ID:	23-3N-24-0000-0012-0000 23-3N-24-0000-0015-0000 23-3N-24-0000-0014-0010 26-3N-24-0000-0002-0000
Site Size:	58.55 acres
Current FLU:	Okaloosa County Agriculture and Low Density Residential
Current Zoning:	Okaloosa County Agriculture and Residential-1
Current Land Use:	Vacant and Residential

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Agriculture	Okaloosa County Agriculture	Vacant
East	Okaloosa County Agriculture & Public Lands (PL)	Okaloosa County Agriculture & Public Lands (PL)	Vacant & Golf Course

South	Okaloosa County Low Density Residential & Public Lands (PL)	Okaloosa County Residential-1 & Public Lands (PL)	Residential & Golf Course
West	Okaloosa County Agriculture and Low Density Residential	Okaloosa County Agriculture and Residential-1	Vacant & Residential

The subject properties are currently vacant or developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential 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 March 14, 2022. The property was posted on March 21, 2022. An advertisement ran in the Crestview News Bulletin on March 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 that the council move Ordinance 1863 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1863

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 58.55 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTIONS 23 AND 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, FROM THE OKALOOSA COUNTY AGRICULTURE AND RESIDENTIAL-1 ZONING DISTRICT TO THE SINGLE AND MULTI-FAMILY DENSITY DWELLING DISTRICT (R-3) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 2 – PROPERTY REZONED. The following described 58.55 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 58.55 acres, more or less, being formerly zoned Okaloosa County Agriculture and Residential-1 with the Mixed-Use (MU) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1862#, is hereby rezoned to Single and Multi-Family Density Dwelling District (R-3) to wit:

PIN # 23-3N-24-0000-0012-0000, 23-3N-24-0000-0015-0000, 23-3N-24-0000-0014-0010, 26-3N-24-0000-0002-0000

PARCEL 1:

An undivided one-half interest, being all my interest, in and to the following described property, to wit:

That portion of the Southwest 1/4 of the Southwest 1/4, lying East of Highway #4 (Antioch Road), LESS AND EXCEPT THE South 60 feet thereof in Section 23, Township 3 North, Range 24 West, Okaloosa County, Florida.

PARCEL IDENTIFICATION NUMBER: 23-3N-24-0000-0014-0010

PARCEL 2:

Parcel 1:

The NW ¼ of NE ¼, Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida.

Parcel 2:

Begin at the NE corner of the NW ¼ if Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida for P.O.B.; thence run West 1110 feet; thence run South 525.0 feet; thence run East 420.0 feet; thence run 105.0 feet; thence run East 690 feet; thence run North 630.0 feet to the Point of Beginning, containing 15.5 acres, more or less.

Parcel 3:

Commencing at an existing iron pin marking the N.E. corner of N.W. 1/4, of N.W. 1/4, of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida, also being the point of beginning; thence S 85°34'21" W a distance of 183.01 feet to a set iron pin, on East right of way line of Antioch Road; thence S 75°55'28" E a distance of 192.20 feet to a set iron pin; thence N 85°34'21" E a distance of 420.83 feet to a set iron pin; thence N 3°43'39" W a distance of 1.00 feet to a set iron pin; thence S 85°34'21" W a distance of 210.00 feet to a set iron pin; thence N 3°43'39" W a distance of 59.00 feet to a set iron pin; thence S 85°34'21" W a distance of 210.83 feet to a set iron pin; thence N 3°43'39" W a distance of 1.00 feet to the Point of Beginning.

Parcel 4:

Commencing at the SE corner of SW ¼ of SW ¼ Section 23, Township 3 North, Range 24 West, Okaloosa County, Florida, also being the Point of Beginning; thence South 85 degrees 34 minutes 21 seconds West 183.41 feet; thence North 03 degrees 4 minutes 39 seconds West 60 feet; thence North 85 degrees 34 minutes 21 seconds East 182.0 feet; thence South 03 degrees 57 minutes 28 seconds East 60 feet to Point of Beginning, containing 0.25 acres more or less.

Parcel 5:

Commencing at a lightwood post marking the Southeast comer of the Northeast Quarter of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence North 00 degrees 03'13" East along the East line of said Section 26, a distance of 1838.04 feet to a 4-inch diameter concrete monument, which is 175 yards North of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section; thence North 89 degrees 53'56" West a distance of 1317.04 feet to a 4-inch diameter concrete monument; thence South 00 degrees 08'51" East along the West line of the Northeast Quarter of the Northeast Quarter of said Section, a distance of 525 feet to a 4-inch diameter concrete monument marking the Northeast comer of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 53'55" West a distance of 1315.19 feet to a 4-inch diameter concrete monument marking the Southeast corner of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 20'55" West a distance of 618.56 feet to the Point of Beginning; thence continue North 00 degrees 20'55" West a distance of 65.0 feet; thence North 89 degrees 53'31" West a distance of 569.0 feet; thence South 0 degrees 39' 28" East a distance of 65.0 feet; thence South 89 degrees 53'31" East a distance of 569.0 feet to the Point of Beginning.

Parcel 6:

An undivided one-half interest:

Beginning at the NW corner of NE ¼ of NW 1/4, Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida, thence South run 399 feet to point of beginning of the land herein conveyed, thence continue South 772 feet to the East ROW of Florida State Road #4, thence along the East ROW run in a Northerly direction 852 feet, thence run Easterly 185.5 feet to point of beginning herein conveyed.

Parcel 7:

A non-exclusive access easement over and across:

Begin at Northwest corner of NE ¼ of NW ¼, Sec 26, TWP. 3 N, Range 24 West, in Okaloosa County, Florida, thence run South 484 feet for Point of Beginning of the easement hereby granted and conveyed, thence run East 210 feet, thence run South 30 feet, thence run West 210 feet, thence run North 30 feet back to the point of beginning, situate in NE ¼ of NW ¼, Section 26, Twp. 3 North, Range 24 West in Okaloosa County, Florida, consisting of a strip of land 210 feet East and West and 30 feet North and South.

Less and Except the Following 7 Parcels:

Less Out Parcel A:

Begin at a point where the West boundary of the Northeast Quarter of the Northwest Quarter, Section 26, Township 3 North, Range 24 West, intersects with the South boundary of road to L.R. Green's; thence run South 300 feet; thence run West to the East boundary of the Florida State Road #4; thence along, on and with the East boundary of said road #4 run North to where the East boundary of road #4 intersects with the South boundary of road to L.R. Green's; thence 173 feet to point of beginning, in the Northwest Quarter of the Northwest Quarter of Section 26, Township 3 North, Range 24 West of Okaloosa County, Florida.

Less Out Parcel B:

Commencing at an iron pipe marking the NE corner of the NW ¼ of the NW ¼ of Section 26, Township 3 N, Range 24 W, Okaloosa County, Florida; run S 89°46'55" E along the N line of said Section 26 a distance of 210.0'; thence runs S 00°05'05"W a distance of 60.0' to an iron rod and the Point of Beginning; thence continue S 00°05'05" W a distance of 452.21' to a concrete monument; thence run S 89°46'55" E a distance of 210.0' to an iron rod; thence run N 00°05'05" E a distance of 452.21' to an iron rod; thence run N 89°46'55" W a distance of 210.0' to the P.O.B.

Less Out Parcel C:

Commence at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South 85°34'21" West 233.42 feet to a point on the center line of State Road 4. Said point being designated as Station 95 + 68.10, thence South 3°04'39" East along said center line a distance of 207.46 feet to the beginning of a curve to the left having a radius of 1910.08 feet, thence along said curve a distance of 293.49 feet through a central angle of 8°48'17" to a point on the curve, thence North 84°32'42" East 861.10 feet, thence South 5°27'18" East 25.00 feet to the Point of Beginning, thence continue South 5°27'18" East 105.00 feet, thence North 84°32'42" East 157.18 feet, thence North 5°27'18" West 105 feet, thence South 84°32'42" West 157.18 feet to the Point of Beginning. Contains 0.38 acres, more or less.

Less Out Parcel D:

The North 12.3 feet of the following described parcel:

Commencing at the Northwest corner of the Northeast ¼ of the Northwest ¼ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South 03°54'17" East along the West line thereof a distance of 512.97 feet to the Point of Beginning; thence North 85°34'21" East parallel with the North line of said Section 26 a distance of 420.0 feet; thence South 03°54'17" East parallel with the said West line a distance of 300.00 feet; thence South 85°34'21" West a distance of 150.00 feet; thence South 03°54'17" East a distance of 280.00 feet; thence South 85°34'21" West a distance of 272.24 feet to the East right of way line State Road S-4 (100.00' R/W); thence North 21°35'39" West along East right of way line a distance of 306.20 feet a point of curvature; thence along the arc of a curve a distance of 296.01 feet. Said curve having a radius of 1860.08 feet, a delta angle of 09°07'05", a Chord 295.44 feet, and a chord bearing North 17°43'11" West, thence leaving said East right of way line North 85°34'21" East a distance of 165.84 feet to the Point of Beginning.

Less Out Parcel E:

Beginning at a lightwood post marking the Southeast corner of the Northeast Quarter of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence North 00 degrees 03'13" East along the East line of said Section 26 a distance of 1838.04 feet to a 4-inch diameter concrete

monument, which is 175 yards North of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section; thence North 89 degrees 53'56" West a distance of 1317.04 feet to a 4-inch diameter concrete monument; thence South 00 degrees 08'51" East along the West line of the Northeast Quarter of the Northeast Quarter of the said Section, a distance of 525 feet to a 4-inch diameter concrete monument marking the Northeast corner of the Southwest Quarter of the Northeast Quarter and the Point of Beginning; thence North 89 degrees 53'55" West a distance of 200 feet; thence run in a Northeasterly direction a distance of 301.04 feet to a point that is North 0 degrees 08'51" West and 225 feet from the Point of Beginning; thence South 0 degrees 08'51" East a distance of 225 feet to the Point of Beginning.

Less Out of Parcel F:

Commencing at an existing iron pin marking the N.E. corner of N.W. ¼, of N.W. ¼ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence N 85°34'21" E a distance of 420.83 feet to a set iron pin; thence S 3°43'39" E a distance of 61.00 feet to a set iron pin and the point of beginning; thence continue S 3°43'39" E a distance of 241.43 feet to an existing concrete monument; thence S 4°53'59" E a distance of 171.54 feet to a set iron pin; thence N 84°15'22" E a distance of 84.53 feet to a set iron pin; thence N 3°43'39" W a distance of 411.03 feet to a set iron pin; thence S 85°34'21" W a distance of 88.00 feet to the point of beginning.

Less out Parcel G:

Commencing at the Northwest corner of Northeast ¼ of the Northwest ¼ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South 03 degrees 54 minutes 17 seconds East along the West line thereof a distance of 512.97 feet to the Point of Beginning; thence North 85 degrees 34 minutes 21 seconds East parallel with the North line of said Section 26 a distance of 420.0 feet; thence South 03 degrees 54 minutes 17 seconds East parallel with the said West line a distance of 300.00 feet; thence South 85 degrees 34 minutes 21 seconds West a distance of 150.00 feet; thence South 03 degrees 54 minutes 17 seconds East a distance of 280.00 feet; thence South 85 degrees 34 minutes 21 seconds West a distance of 272.24 feet to the East right of way line of State Road S-4 (100.00 R/W); thence North 21 degrees 35 minutes 39 seconds West along said East right of way a distance of 306.20 feet to a point of curvature; thence along the arc of a curve a distance of 296.01 feet. Said curve having a radius of 1860.08 feet, a delta angle of 09 degrees 07 minutes 05 seconds, a chord of 295.44 feet, and a chord bearing North 17 degrees 43 minutes 11 seconds West; thence leaving said East right of way line North 85 degrees 34 minutes 21 seconds East a distance of 165.84 feet to the Point of Beginning.

TOGETHER with the Easements recorded in O.R. Book 2557, page 656 and O.R. Book 2557, page 660, of the public records of Okaloosa County, Florida.

PARCEL IDENTIFICATION NUMBER: 26-3N-24-0000-0002-0000

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.

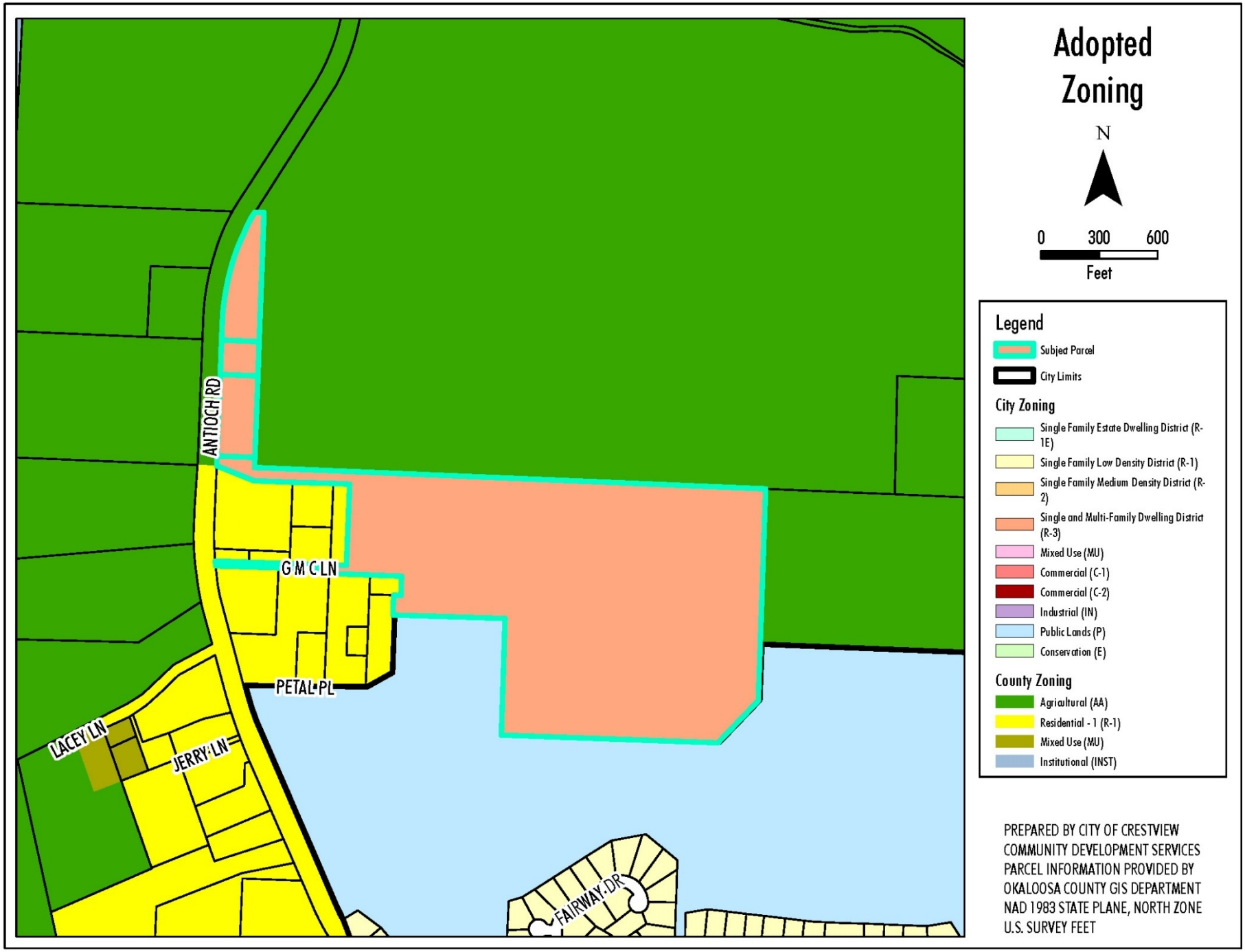
SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1862 and becomes legally effective.

PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE _____ DAY OF _____, 2022.
ATTEST:

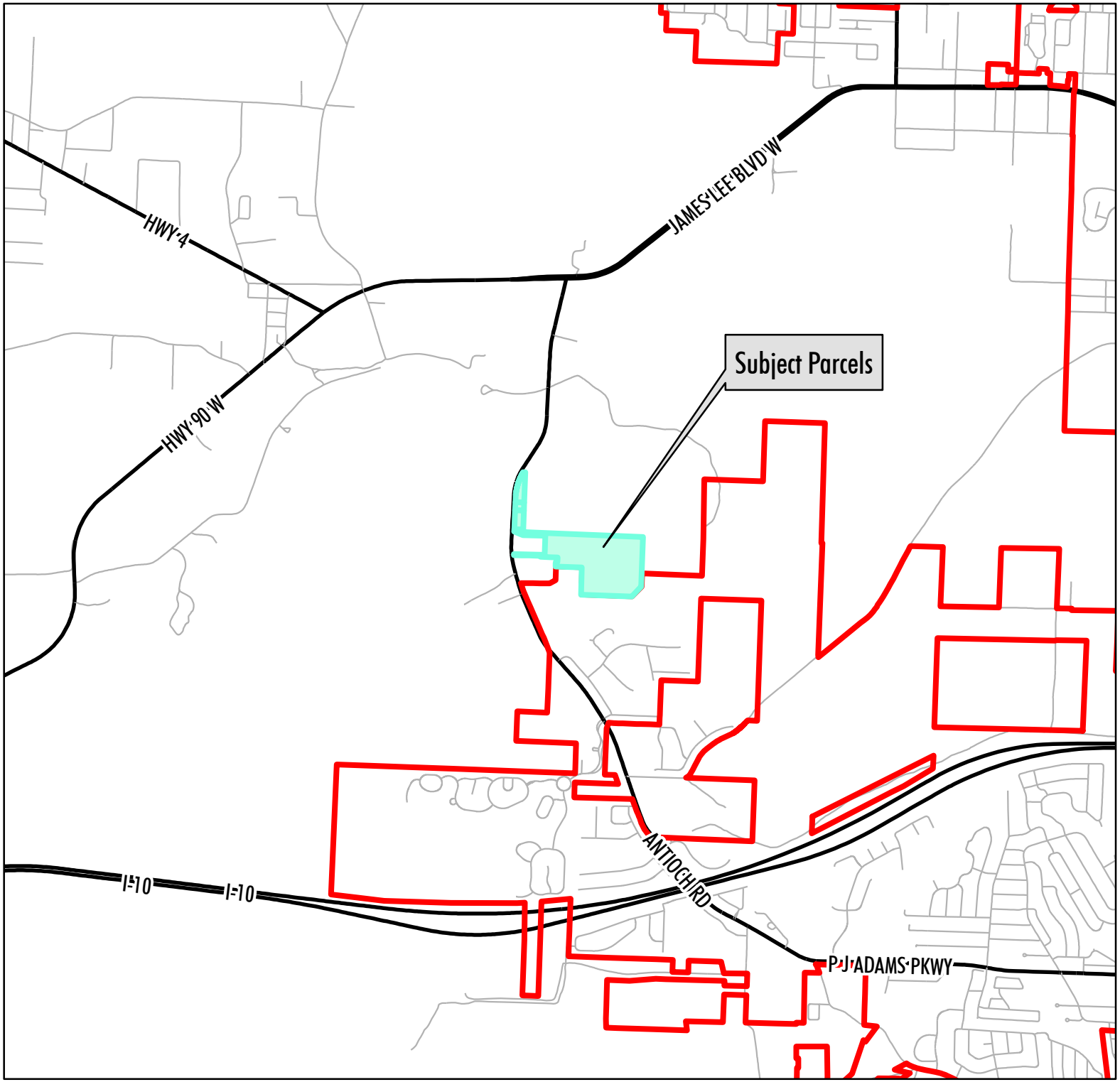
_____
MARYANNE SCHRADER
City Clerk

APPROVED BY ME THIS _____DAY OF _____, 2022.

_____
J. B. WHITTEN
Mayor


Adopted Zoning
N
0 300 600
Feet
Legend
Subject Parcel
City Limits
City Zoning
Single Family Estate Dwelling District (R-1E)
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
Agricultural (AA)
Residential - 1 (R-1)
Mixed Use (MU)
Institutional (INST)
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
ANTIOCH RD
G M C LN
PETAL PL
LACEY LN
JERRY LN
FAIRWAY DR

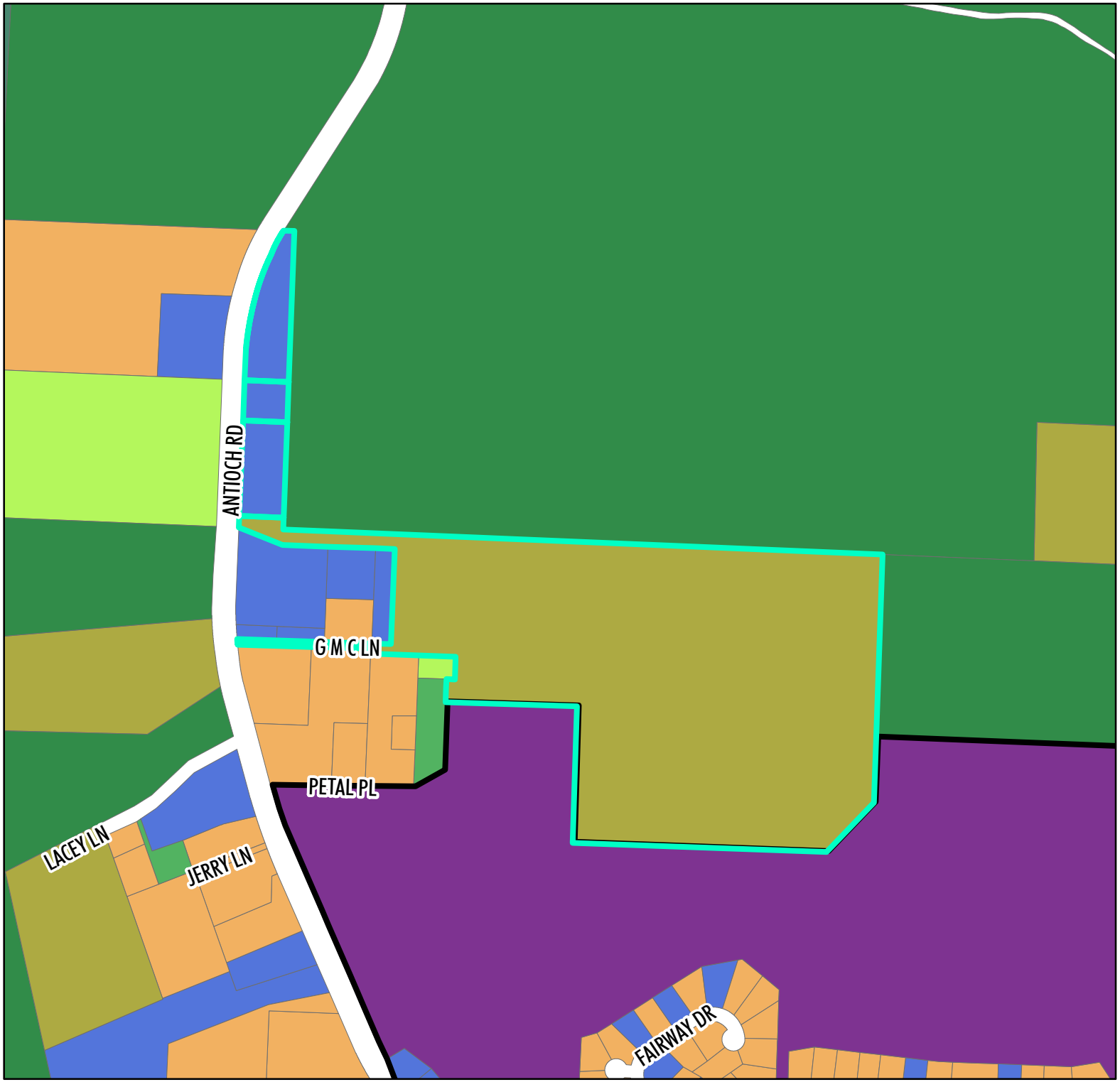
Vicinity Map



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

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

Existing Use

- County
- Golf Course
- Improved A
- Mobile Home
- Single Family
- Timberland
- Vacant
- Water Managment

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COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
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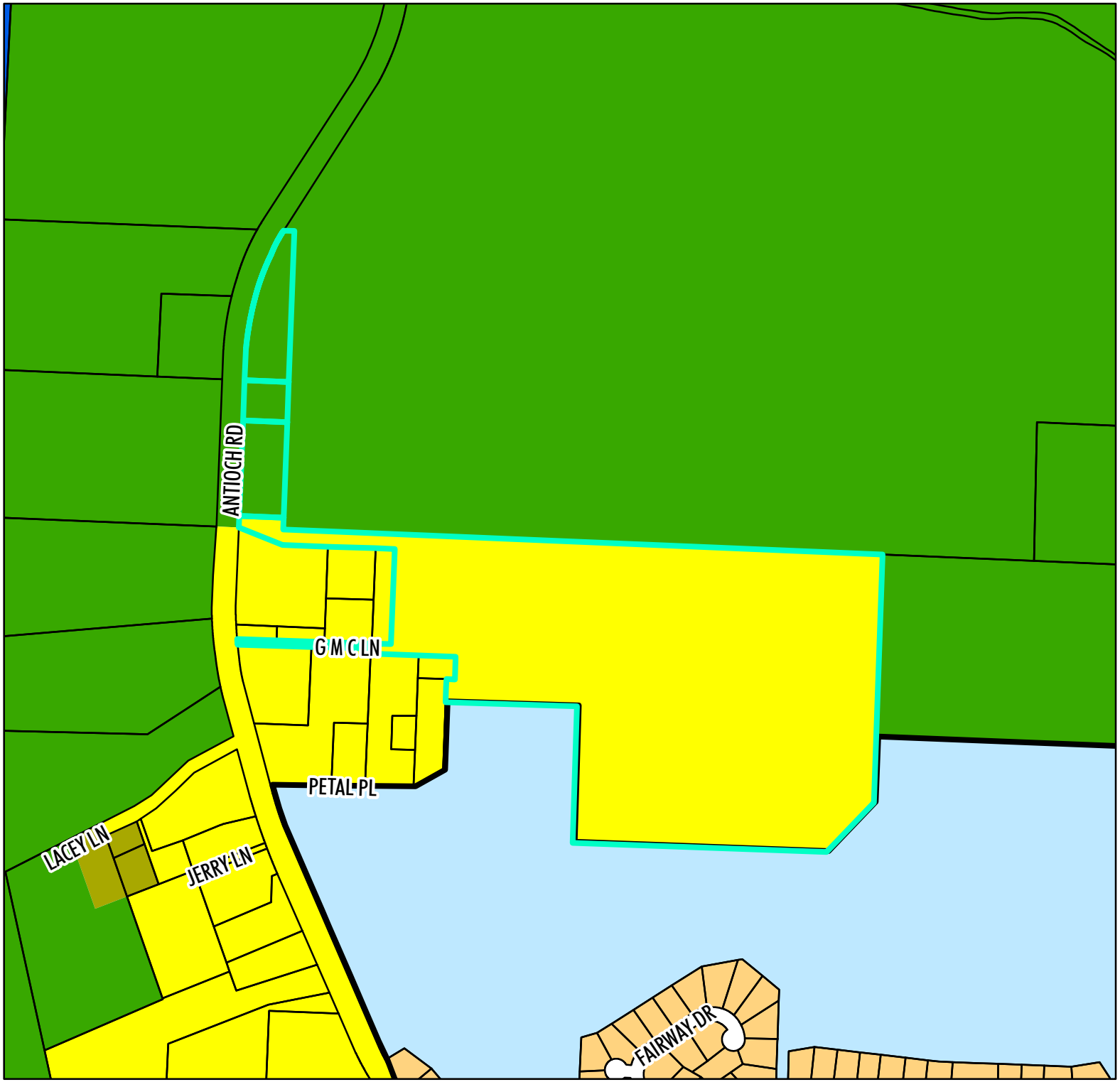
U.S. SURVEY FEET



Current Future Land Use

N

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

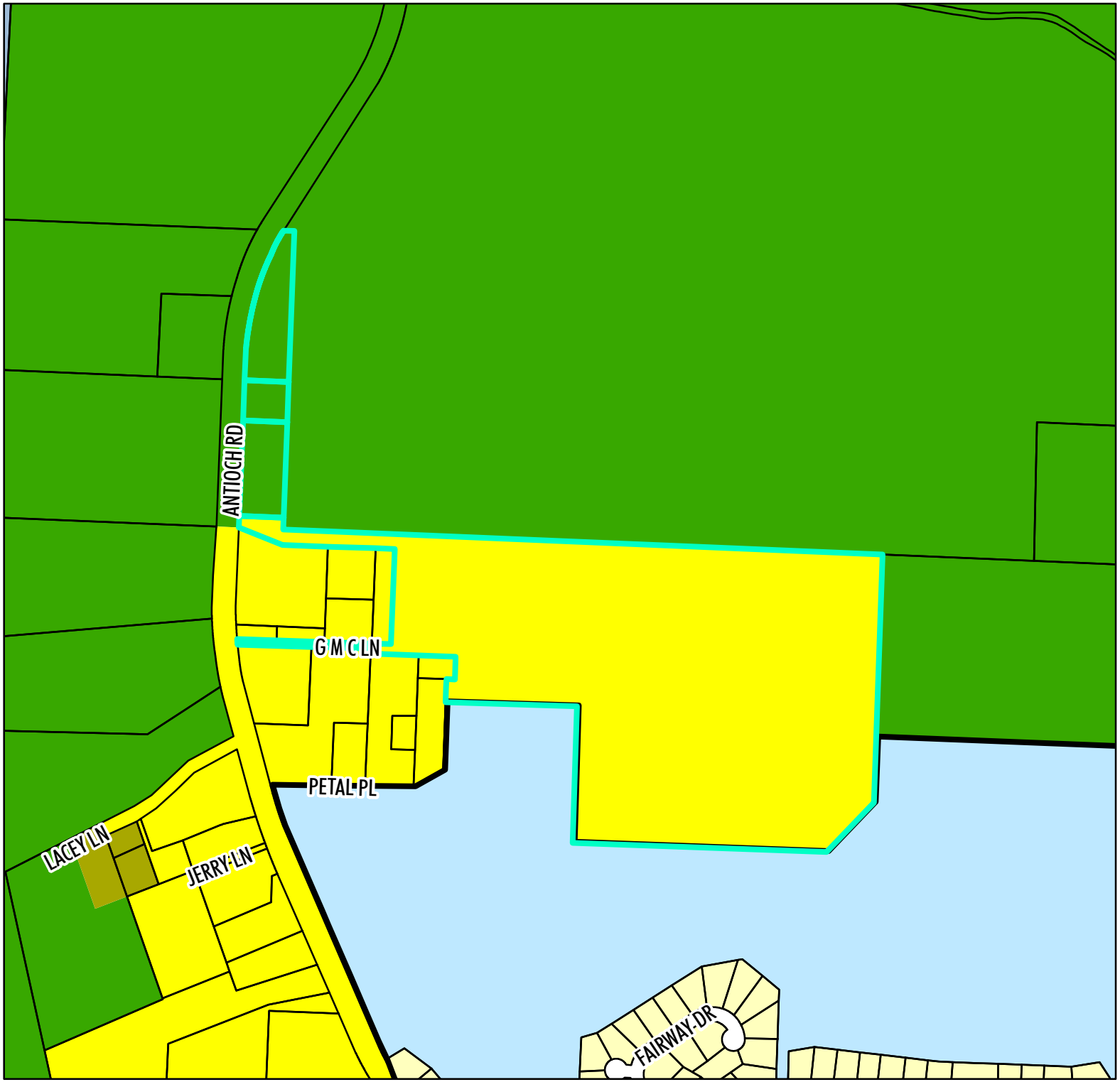
City Future Land Use

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

County Future Land Use

- Agriculture (AG)
- Conservation (CON)
- Low Density Residential (LDR)
- Mixed Use (MU)

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



Current Zoning

N

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- 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

- Agricultural (AA)
- Residential - 1 (R-1)
- Mixed Use (MU)
- Institutional (INST)

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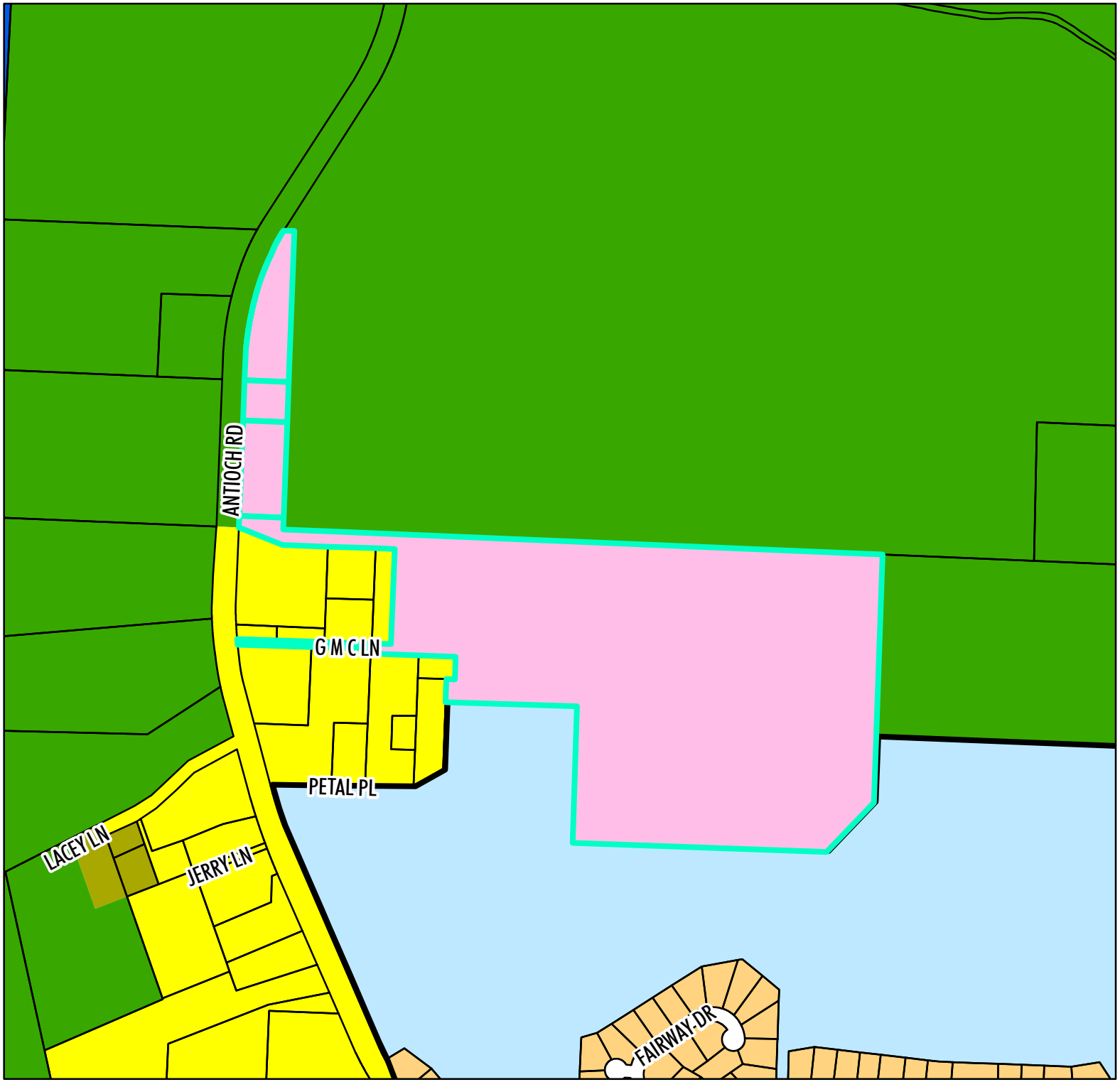
U.S. SURVEY FEET



Proposed Future Land Use

N

0 300 600

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

- Agriculture (AG)
- Conservation (CON)
- Low Density Residential (LDR)
- Mixed Use (MU)

PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
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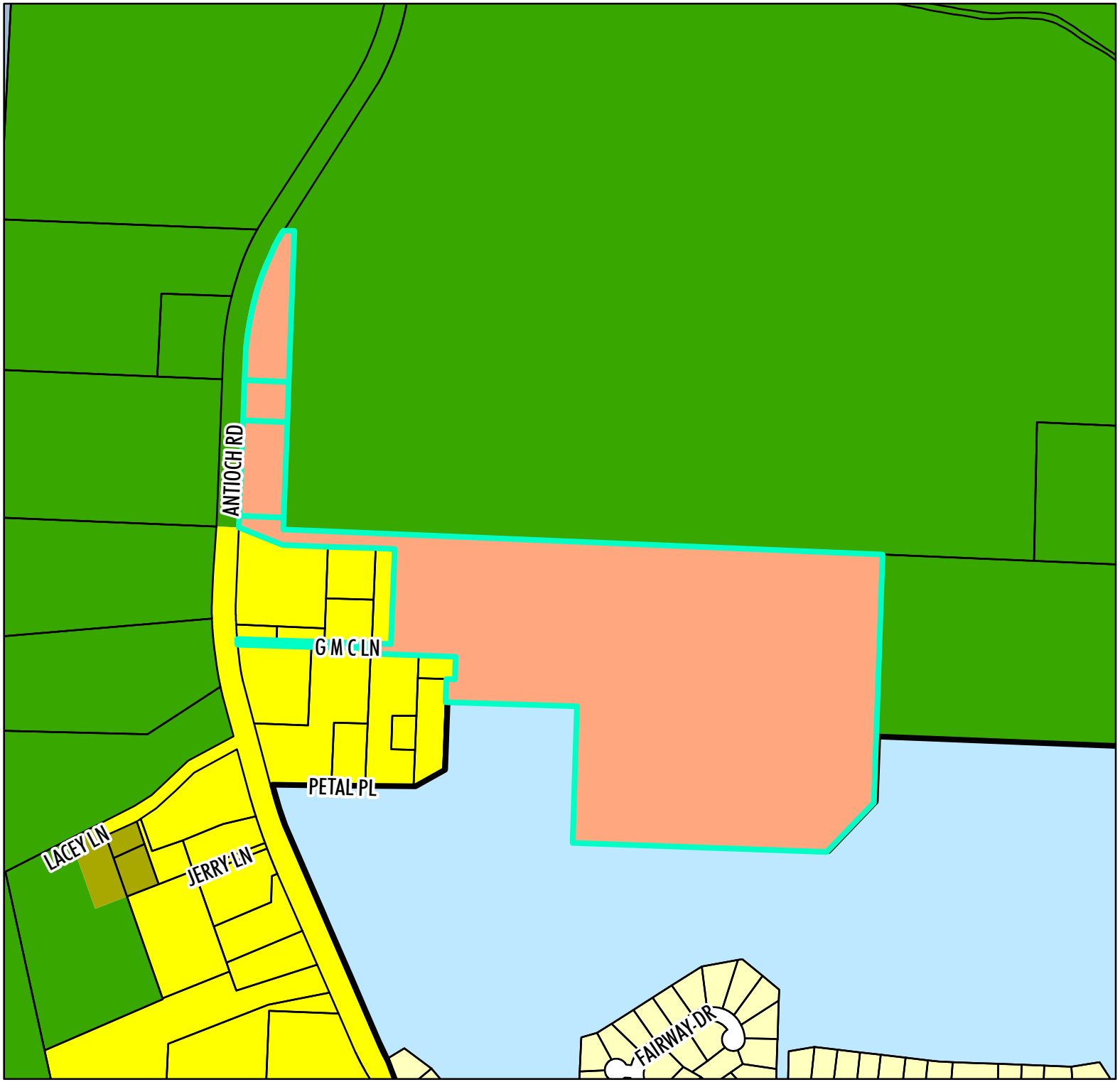

Proposed Zoning

N

0 300 600

Feet

Legend

- Subject Parcel
- City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
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County Zoning

- Agricultural (AA)
- Residential - 1 (R-1)
- Mixed Use (MU)
- Institutional (INST)

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 # 9.1.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Resolution

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Gina Toussaint, Finance Director, David Williams , Budget and Grants Analyst
DATE:	4/7/2022
SUBJECT:	Budget Amendment

BACKGROUND:

The City Council adopted the Fiscal Year 2022 Operating Budget on September 27, 2021. It is occasionally necessary to amend the City's budget during the year as unanticipated projects and opportunities arise.

DISCUSSION:

The items addressed in this budget resolution reflect revenues and expenditures that have an impact on the total budget amounts within the General Fund. Resolution 2022-12 addresses the following:

Parks and Recreation: The funds for the Wilson Street Splash Pad were donated by the Rotary Club and the expenditures were approved by Council on August 23, 2021 and were recognized by Budget Resolution 2022-2. As such, this is a carry forward project from fiscal year 2021.

Animal Control: This will establish the Animal Control Department budget for the remainder of FY2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The recommended budget amendment results in a total increase to the Fiscal Year 2022 budget by $197,195. The individual accounts affected are presented in Exhibit A and B attached.

RECOMMENDED ACTION

Staff respectfully requests City Council to approve Resolution 2022-12 - Fiscal Year 2022 Budget Amendment.

Attachments

1. Exhibit A - Resolution #2022-12
2. Exhibit B - Animal Control Budget

RESOLUTION: 2022- 12

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING THE BUDGET TO MORE ACCURATELY REFLECT ESTIMATED REVENUES AND APPROPRIATIONS. THE AMENDMENTS ARE THE RESULT OF VARIOUS FACTORS, INCLUDING: INCREASES IN ESTIMATED REVENUES AND/OR APPROPRIATIONS TO MORE ACCURATELY REFLECT PROJECTIONS FOR DEPARTMENTS OF RECORD, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Council has determined that it is in the best interest of the City to amend its budget for the fiscal year 2022, and

WHEREAS, The City's budget needs to be amended to reflect such change.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Crestview of Okaloosa County, Florida that:

1. The budget is amended to accurately reflect estimated revenues and appropriations, a copy of which is attached hereto.

2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED IN REGULAR SESSION THIS 11th DAY OF APRIL, 2022.

CITY OF CRESTVIEW,
FLORIDA

JB Whitten, Mayor

Attest:

Maryanne Schrader, City Clerk

RESOLUTION NO. # 2022-12

FUND:	General		DEPARTMENT: Parks & Recreation		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-2773-572-63-00	Improvements		33,250	29,200	62,450
			LINE ITEM TOTAL---------	29,200	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds - Cash		1,880,909	29,200	1,910,109
			LINE ITEM TOTAL---------	29,200	

COMMENTS/EXPLANATION: The funds for the Wilson Street Splash Pad were donated by the Rotary Club and the expenditures were approved by Council on August 23, 2021 and recognized by Budget Resolution #2022-2. This is a carry forward project from FY2021.

FUND:	General		DEPARTMENT: Animal Control		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
See attached PDF	See attached PDF - Exhibit B		0	167,995	167,995
					0
					0
			LINE ITEM TOTAL---------	167,995	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
See attached PDF	See attached PDF - Exhibit B		0	167,995	167,995
			0		
			LINE ITEM TOTAL---------	167,995	

COMMENTS/EXPLANATION: This budget amendment by resolution will establish the Animal Control department budget for FY22.

001-1562 Animal Control

Actual 2021	Adopted 2022	Account Number	Description	Quantity	Unit Cost	Department	FY2022 Department Totals	% of Change	FY2022 Department Totals	% of Change
			Revenues							
			Fines		$500		$0	0%	$5,000	0%
			Adoption Fee - Spay/Neuter		$75		$0	0%	$1,000	0%
			Impound / Vaccinations Fees		$75		$0	0%	$1,000	0%
			C/F Funds - Cash Carryforward						$160,995	0%
$0	$0		**Total Revenues**				$0		**$167,995**	**0%**
			Personnel Expenses							
			Full Time Equivalent Employees	**1**						
$0	$0	562 1200	Regular Wages				$40,011	0%	$40,011	0%
$0	$0	562	Sick Leave Buy Back				$0	0%	$0	0%
$0	$0	562 1201	Holiday Pay				$2,771	0%	$2,771	0%
$0	$0	562 1400	Overtime pay				$3,500	0%	$3,500	0%
$0	$0	562 1500	Incentive Pay				$0	0%	$0	0%
$0	$0	562 2100	FICA Taxes				$3,062	0%	$3,062	0%
$0	$0	562 2200	Retirement Contributions				$5,083	0%	$5,083	0%
$0	$0	562 2300	Life & Health Insurance				$9,271	0%	$9,271	0%
$0	$0	562 2400	Workers Compensation				$1,020	0%	$1,020	0%
$0	**$0**		**Total Personnel Expenses**				**$64,718**	0%	**$64,718**	**0%**
			Operating Expenses							
$0	$0	562 3400	**Contractual Services**				$9,000	0%	$9,000	0%
			Vet Services	9	$1,000	$9,000				
			9 Months of PAWS Contract	9	$7,083	$63,747				
			This item is already budgeted in Dept 0311 G&A in FY2022							
			and will be a line item transfer in after Council approval.							
$0	$0	562 4000	**Travel and Per Diem**				$2,705	0%	$2,705	0%
			local mileage- events	1	$250	$250				
			Meals	22	$40	$880				
			Lodging	7	$150	$1,050				
			Parking	7	$25	$175				
			Miscellaneous Travel Expenses	7	$50	$350				
$0	$0	562 4100	**Communications**				$1,985	0%	$1,985	0%
			Telephone Cox							
			Communications	1	$360	$360				
			MiFi	12	$50	$600				
			Smart Phones (Verizon)	1	$525	$525				
			Internet	1	$500	$500				
$0	$0	562 4200	**Postage**				$240	0%	$240	0%
			Monthly Postage Cost	12	$20	$240				
				0	$0	$0				

001-1562 Animal Control

Actual 2021	Adopted 2022	Account Number	Description	Quantity	Unit Cost	Department	FY2022 Department Totals	% of Change	FY2022 Department Totals	% of Change
$0	$0	562 4300	**Utilities**				$6,600	0%	$6,600	0%
			Electricity	12	$500	$6,000				
			Gas	12	$50	$600				
$0	$0	562 4400	**Rentals & Leases**				$3,300	0%	$3,300	0%
			Copy Products	12	$225	$2,700				
			Misc. Rentals	12	$50	$600				
$0	$0	562 4500	**Insurance**				$3,396	0%	$3,396	0%
			Florida Municipal Trust	12	$283	$3,396				
			Other Insurance	0	$0	$0				
$0	$0	562 4600	**Repairs & Maintenance**				$1,100	0%	$1,100	0%
			Repair Contingencies	1	$1,000	$1,000				
			Fire Extinguisher	1	$60	$60				
			Tag/License Plate	1	$40	$40				
$0	$0	562 4603	**Software**				$3,300	0%	$3,300	0%
			Shelter Pro	1	$3,000	$3,000				
			Basic Computer Software	1	$300	$300				
$0	$0	562 4611	**Repairs Auto**				$740	0%	$740	0%
			Vehicle Maintenance	1	$500	$500				
			Tires	2	$120	$240				
$0	$0	562 4700	**Printing**				$360	0%	$360	0%
			Business Cards	1	$80	$80				
			Notice Documents/Hanger	4	$20	$80				
			Forms	1	$200	$200				
$0	$0	562 4900	**Other Current Charges**				$5,000	0%	$5,000	0%
			contengiencies	1	$5,000	$5,000				
$0	$0	562 5100	**Office Supplies**				$500	0%	$500	0%
			Misc. Office Supplies	1	$500	$500				
$0	$0	562 5200	**Operating Supplies**				$10,783	0%	$10,783	0%
			Metal Kennel	1	$249	$249				
			32 Inch Animal Crate	2	$140	$280				
			21 Inch Animal Crate	2	$73	$146				
			Flashlight Rechargable	1	$123	$123				
			Snake Bucket 5 gallon	1	$28	$28				
			Warning Sticker	1	$12	$12				
			Hammock Net	1	$163	$163				
			Microchip Reader	1	$225	$225				
			Vehicle Floor Jack	1	$60	$60				
			Lead Rope	1	$10	$10				
			Capture Cage/Trap	1	$30	$30				
			Leash 6 Foot	1	$10	$10				
			60 Inch Snake Tong	1	$40	$40				
			Snake Bag	1	$14	$14				

001-1562 Animal Control

Actual 2021	Adopted 2022	Account Number	Description	Quantity	Unit Cost	Department	FY2022 Department Totals	% of Change	FY2022 Department Totals	% of Change
			Dog Muzzel Kit	1	$11	$11				
			Bite Capture Stick	1	$30	$30				
			Mid Level Bite Gloves	1	$25	$25				
			Elbow Bite Gloves	1	$35	$35				
			Snake Bite Leg Guards	1	$50	$50				
			Halter Harness	1	$25	$25				
			Snake Catcher 57 Hook	1	$26	$26				
			Humane Tacoon/Cat Trap	1	$58	$58				
			Cut Resistant Sleeve	1	$15	$15				
			First Aid Kit	1	$22	$22				
			Medical Kit Advanced	1	$40	$40				
			43 Inch Open Top Cage	1	$260	$260				
			49 Inch Catcher Pole	1	$86	$86				
			Ranch Rope / Lasso	1	$33	$33				
			4 Way Wheel Tool	1	$30	$30				
			43 Inch Stackable Cage	1	$289	$289				
			43 Inch Heavy Duty Cage	2	$739	$1,478				
			Animal Catch Stick 5 foot	1	$100	$100				
			Animal Catch Stick 3 foot	1	$80	$80				
			Misc Equipment	1	$200	$200				
			Vehicle Stripe Package	1	$700	$700				
			Cleaning Supplies	1	$1,000	$1,000				
			Dog Food	12	$200	$2,400				
			Cat Food	12	$200	$2,400				
			Other	0	$0	$0				
$0	$0	562 5202	**Fuel**				$2,600	0%	$2,600	0%
			Fuel Expenses Unleaded	52	$50	$2,600				
			Other	0	$0	$0				
$0	$0	562 5201	**Uniforms**				$848	0%	$848	0%
			Uniform Shirt	3	$65	$195				
			Uniform Pants	3	$73	$219				
			Name Tag	1	$12	$12				
			Animal Control Badge	1	$62	$62				
			Duty Belt	1	$200	$200				
			Rain Jacket	1	$45	$45				
			Winter Jacket	1	$115	$115				
$0	$0	562 5400	**Dues & Subscriptions**				$700	0%	$700	0%
			Animal Control Office Cert	1	$500	$500				
			Membership Misc	1	$200	$200				
				0	$0	$0				
$0	$0	562 5600	**Training**				$7,200	0%	$7,200	0%
			Animal Control Training	8	$750	$6,000				
			Vet Services Training	1	$1,200	$1,200				
			Tranqualizer Training	0	$0	$0				
			Pepper Spray Training	0	$0	$0				
			Other Training	0	$0	$0				
$0	**$0**		**Total Operating Expenses**				**$60,357**	0%	**$60,357**	**0%**

001-1562 Animal Control

Actual 2021	Adopted 2022	Account Number		Description	Quantity	Unit Cost	Department	FY2022 Department Totals	% of Change	FY2022 Department Totals	% of Change
				Capital Expenses							
$0	$0	562	6300	**Improvements**				$35,000	0%	$35,000	0%
				Building Rehab	1	$35,000	$35,000				
$0	$0	562	6400	**Equipment**				$7,920	0%	$7,920	0%
				Animal Control Truck Box	1	$7,920	$7,920				
$0	**$0**			**Capital Expenses**				**$42,920**	0%	**$42,920**	**0%**
$0	**$0**			**Total Expenses**				**$167,995**	0%	**$167,995**	**0%**
$0	**$0**			**Net Revenue / Expenses**				**-$167,995**	0%	**$0**	**0%**

CITY OF CRESTVIEW

Item # 10.1.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Nicholas Schwendt, Gis
DATE:	4/7/2022
SUBJECT:	Shoal River Landing Phase 2A

BACKGROUND:

On June 15, 2018, staff received the application for the Shoal River Landing subdivision.

Construction plans and preliminary plat were previously reviewed and approved by the City Council on January 14, 2019, following LPA approval and recommendation on December 18, 2018.

DISCUSSION:

D.R. Horton, the developer, nearing completion of the infrastructure for one phase of a 341 lot, single family subdivision development on the 193.35± acre parcel located on Okaloosa Ln, (PIN # 27-3N-23-0000-0010-0010). Matt Zinke, P.E. is the Authorized Agent and Engineer for the project.

The final plat for this review is regarding Phase 2A of the subdivision, encompassing 56.96 acres and 31 lots shown on the original preliminary plat. This plat will require a signature from the Mayor.

Additionally, the agent has notified us that this new phase will be annexed to the existing declaration and HOA regime for Phase 1. The existing Restrictions and Covenants have been attached for your reference.

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

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

FINANCIAL IMPACT

This item has no direct effect on the current City budget.

RECOMMENDED ACTION

Staff respectfully requests approval of the final plat.

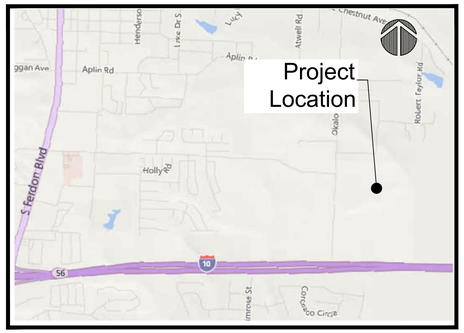
Attachments

1. 220053.01c Shoal River Landing Phase 2A Plat
2. Shoal River Landing Restrictions and Covenants

SHOAL RIVER LANDING PHASE 2A

A RESIDENTIAL SUBDIVISION IN SECTION 27, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____.



VICINITY MAP (NOT TO SCALE)

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT 68V SHOAL RIVER (FL) 2019, LLC, AS OWNER OF THE LANDS HEREON PLATTED AS "SHOAL RIVER LANDING PHASE 2A", DOES HEREBY DEDICATE TO THE CITY OF CRESTVIEW IN FEE SIMPLE, ALL PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO SHOAL RIVER LANDING OWNERS ASSOCIATION, INC., ALL COMMON AREAS AS SHOWN HEREON. FURTHERMORE, 68V SHOAL RIVER (FL) 2019, LLC DOES HEREBY GRANT A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF INSTALLATION, MAINTENANCE AND REPAIR OF VARIOUS UTILITIES INCLUDING CENTURY LINK, COX COMMUNICATIONS, GULF POWER COMPANY, OKALOOSA COUNTY WATER AND SEWER, AND OKALOOSA GAS DISTRICT OVER SAID PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON.
68V SHOAL RIVER (FL) 2019, LLC HEREBY REQUESTS THAT THIS PLAT BE RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

68V SHOAL RIVER (FL) 2019, LLC

_____ _____
BY: NATHAN COX WITNESS
MANAGER

_____
WITNESS

ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF BALDWIN

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2022 BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED NATHAN COX, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AND AS MANAGER OF 68V SHOAL RIVER (FL) 2019, LLC, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS HIS/HER FREE ACT AND DEED.

_____
NOTARY PUBLIC, STATE OF ALABAMA, COUNTY OF BALDWIN

MY COMMISSION EXPIRES: _____

CONSENT AND JOINDER OF MORTGAGEE

D.R. HORTON, INC., A DELAWARE CORPORATION, AS THE MORTGAGEE UNDER THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT RECORDED ON SEPTEMBER 11, 2019 AT OFFICIAL RECORDS BOOK 3418, PAGE 2322 IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREIN AND SUBORDINATES ITS INTERESTS IN ALL RESPECTS TO THE PROPERTY DESCRIBED HEREON TO SUCH DEDICATION AND PLATTING.

D.R. HORTON, INC., A DELAWARE CORPORATION

_____ _____
JOSEPH C. EVERSON, WITNESS
ASSISTANT VICE-PRESIDENT

_____
WITNESS

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2022 BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED JOE EVERSON, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AND AS ASSISTANT VICE PRESIDENT OF D.R. HORTON, INC., A DELAWARE CORPORATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS HIS FREE ACT AND DEED.

_____
NOTARY PUBLIC, STATE OF _____, COUNTY OF _____

MY COMMISSION EXPIRES: _____

CONSENT AND JOINDER OF MORTGAGEE

HANCOCK WHITNEY BANK, A MISSISSIPPI CHARTERED BANK, AS THE MORTGAGEE UNDER THAT CERTAIN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS DATED AUGUST 29, 2019 AND RECORDED AT OFFICIAL RECORDS BOOK 3418, PAGE 2071 IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREIN AND SUBORDINATES ITS INTERESTS IN ALL RESPECTS TO THE PROPERTY DESCRIBED HEREON TO SUCH DEDICATION AND PLATTING.

HANCOCK WHITNEY BANK, A MISSISSIPPI STATE CHARTERED BANK

BY: _____ _____
NAME: _____ WITNESS
AS ITS: _____

_____
WITNESS

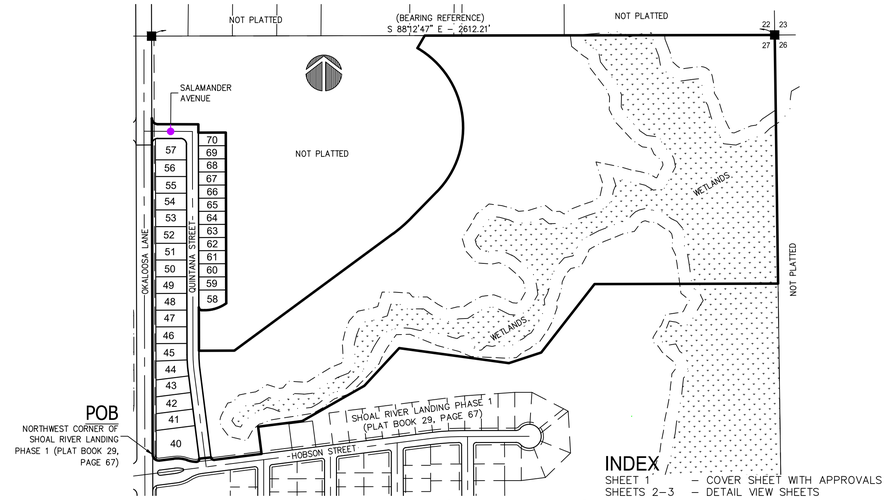
ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2022 BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AND AS _____ OF HANCOCK WHITNEY BANK, A MISSISSIPPI STATE CHARTERED BANK, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS HIS/HER FREE ACT AND DEED.

_____
NOTARY PUBLIC, STATE OF _____, COUNTY OF _____

MY COMMISSION EXPIRES: _____



INDEX
SHEET 1 - COVER SHEET WITH APPROVALS
SHEETS 2-3 - DETAIL VIEW SHEETS

OVERALL VIEW (NOT TO SCALE)

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 27, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA, LYING EAST OF OKALOOSA LANE (66 FOOT WIDE PUBLIC RIGHT-OF-WAY), NORTH OF SHOAL RIVER LANDING PHASE 1 (PLAT BOOK 29 , PAGE 67), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SHOAL RIVER LANDING PHASE 1, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HOBSON STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID OKALOOSA LANE, SAID CORNER LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE PROCEED N 01°44'11" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1410.59 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°17'31", AN ARC DISTANCE OF 38.96 FEET, (CHORD BEARING = S 43°17'10" E, CHORD = 35.14 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED S 87°55'55" E, A DISTANCE OF 170.15 FEET; THENCE PROCEED S 01°44'11" W, A DISTANCE OF 34.98 FEET; THENCE PROCEED S 88°15'49" E, A DISTANCE OF 115.00 FEET; THENCE PROCEED S 01°44'11" W, A DISTANCE OF 715.96 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 155.00 FEET; THENCE PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°28'58", AN ARC DISTANCE OF 95.99 FEET, (CHORD BEARING = S 73°59'42" W, CHORD = 94.46 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED N 88°15'49" W, A DISTANCE OF 13.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 12.00 FEET; THENCE PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 18.85 FEET, (CHORD BEARING = N 43°15'49" W, CHORD = 16.97 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED S 01°44'11" W, A DISTANCE OF 182.00 FEET; THENCE PROCEED S 88°15'49" E, A DISTANCE OF 148.29 FEET; THENCE PROCEED N 55°29'53" E, A DISTANCE OF 825.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 635.00 FEET; THENCE PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°15'46", AN ARC DISTANCE OF 102.66 FEET, (CHORD BEARING = N 50°52'01" E, CHORD = 102.54 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED N 46°14'08" E, A DISTANCE OF 152.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 385.00 FEET; THENCE PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 104°07'12", AN ARC DISTANCE OF 699.64 FEET, (CHORD BEARING = N 05°49'28" W, CHORD = 607.26 FEET); THENCE PROCEED N 32°06'56" E, A DISTANCE OF 61.04 FEET TO A POINT LYING ON THE NORTH LINE OF AFORESAID SECTION 27; THENCE PROCEED S 88°12'47" E ALONG SAID NORTH SECTION LINE, A DISTANCE OF 1467.13 FEET TO A POINT MARKING THE NORTHEAST CORNER OF SAID SECTION 27; THENCE DEPARTING SAID NORTH LINE PROCEED S 01°06'42" W ALONG THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 1042.74 FEET TO A POINT MARKING THE NORTHEAST CORNER OF AFORESAID SHOAL RIVER LANDING PHASE 1; THENCE DEPARTING SAID EAST LINE, PROCEED ALONG THE NORTH LINE OF SAID PHASE 1 THE FOLLOWING EIGHT (8) CALLS:
(1) N 88°15'49" W, A DISTANCE OF 769.43 FEET; (2) S 39°46'32" W, A DISTANCE OF 363.80 FEET; (3) S 73°51'49" W, A DISTANCE OF 142.55 FEET;
(4) N 80°18'46" W, A DISTANCE OF 464.10 FEET; (5) S 44°42'14" W, A DISTANCE OF 215.47 FEET; (6) S 62°16'04" W, A DISTANCE OF 299.67 FEET;
(7) S 84°41'11" W, A DISTANCE OF 186.16 FEET; (8) S 05°18'49" E, A DISTANCE OF 115.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HOBSON STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE PROCEED ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) CALLS:
(1) S 84°41'11" W, A DISTANCE OF 199.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 12.00 FEET;
(2) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 18.85 FEET, (CHORD BEARING = N 50°18'49" W, CHORD = 16.97 FEET);
(3) S 86°09'35" W, A DISTANCE OF 50.02 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.00 FEET;
(4) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°39'09", AN ARC DISTANCE OF 20.66 FEET, (CHORD BEARING = S 44°00'46" W, CHORD = 18.20 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 125.00 FEET;
(5) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°42'37", AN ARC DISTANCE OF 38.64 FEET, (CHORD BEARING = N 77°48'21" W, CHORD = 38.48 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 125.00 FEET;
(6) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°21'46", AN ARC DISTANCE OF 57.51 FEET, (CHORD BEARING = N 82°07'56" W, CHORD = 57.01 FEET), TO THE POINT OF TANGENCY OF SAID CURVE;
(7) S 84°41'11" W, A DISTANCE OF 60.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET;
(8) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°02'59", AN ARC DISTANCE OF 42.35 FEET, (CHORD BEARING = N 46°47'19" W, CHORD = 37.46 FEET) TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 56.96 ACRES, MORE OR LESS.

TITLE CERTIFICATION:

THE UNDERSIGNED TITLE EXAMINER, AS A COMMERCIAL EXAMINER FOR ALLIANT NATIONAL TITLE INSURANCE COMPANY, A TITLE INSURER LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT THE LANDS AS DESCRIBED AND SHOWN ON THE PLAT ARE IN THE NAME OF, AND APPARENT RECORD TITLE IS HELD BY 68V SHOAL RIVER (FL) 2019, LLC AND OKALOOSA COUNTY BCC; AND THAT ALL TAXES HAVE BEEN PAID ON SAID PROPERTY AS REQUIRED BY SECTION 197.192, FLORIDA STATUTES, AS AMENDED; AND THE OFFICIAL RECORD BOOK AND PAGE NUMBER OF ALL MORTGAGES, LIENS, OR OTHER ENCUMBRANCES AGAINST THE LAND, AND THE NAMES OF ALL PERSON HOLDING AN INTEREST IN SUCH MORTGAGE, LIEN OR ENCUMBRANCE ARE AS FOLLOWS:
A. MORTGAGE EXECUTED BY 68V SHOAL RIVER (FL) 2019, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF HANCOCK WHITNEY BANK, A MISSISSIPPI STATE CHARTERED BANK, DATED AUGUST 29, 2019 AND RECORDED ON SEPTEMBER 11, 2019 IN OFFICIAL RECORDS BOOK 3418, PAGE 2071, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
B. MORTGAGE AND SECURITY AGREEMENT EXECUTED BY 68V SHOAL RIVER (FL) 2019, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF D.R. HORTON , INC. A DELAWARE CORPORATION, DATED AUGUST 29, 2019 AND RECORDED ON SEPTEMBER 11, 2019 IN OFFICIAL RECORDS BOOK 3418, PAGE 2322, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO SECTION 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

CERTIFICATION MADE ON THE _____ DAY OF _____, 2022.

_____
TENA B. BROWNE
ALLIANT NATIONAL TITLE INSURANCE COMPANY
COMMERCIAL EXAMINER

SURVEYOR'S NOTES:

1. THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY PREPARED BY THIS FIRM AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN CHAPTER 61G17-6 OF THE FLORIDA STATUTES.
2. BEARING SHOWN HEREON WERE REFERENCED TO THE NORTH LINE OF SECTION 27, SAID LINE BEARING S 88°12'47" E, AS SHOWN AND ESTABLISHED ON FLORIDA STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983.
3. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC.
4. CAPTIONS WHICH APPEAR OUTSIDE THIS PHASE OF THE SUBDIVISION ARE FOR CONVENIENCE ONLY. NO CONVEYANCE OR PROMISE TO CONVEY ANY LANDS OR ANY INTEREST IN LANDS OUTSIDE THIS SUBDIVISION PHASE IS INTENDED OR IMPLIED.
5. LINES EXTENDING FROM CURVED LINES ARE RADIAL UNLESS OTHERWISE SHOWN.
6. UNDERGROUND ENCROACHMENTS, IF ANY, NOT LOCATED EXCEPT AS SHOWN HEREON.

APPROVAL OF CITY COUNCIL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA AND APPROVED BY THEM ON THE __ DAY OF_____, 2022.

_____
MAYOR

_____
ATTEST BY: CITY CLERK

CITY CLERK VERIFICATION

THE UNDERSIGNED HEREBY ATTESTS THAT THIS PLAT WAS GRANTED FINAL APPROVAL BY THE CITY COUNCIL IN SESSION ASSEMBLED ON THE DATE MENTIONED ABOVE AS A MATTER OF PUBLIC RECORD. FURTHER, THAT THIS INSTRUMENT WAS DULY AUTHENTICATED BY THE PRESENTING OFFICER OF THE CITY COUNCIL.

_____
CITY CLERK

CITY ENGINEER'S CERTIFICATE

THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION AS IT APPEARS ON THIS PLAT CONFORMS TO THE APPLICABLE REGULATIONS RELATING TO THE SUBDIVISION OF LAND AND IS ACCORDINGLY APPROVED, BY SUCH APPROVAL, THE UNDERSIGNED DO NOT CERTIFY AS TO THE CORRECTNESS OF THE BOUNDARY, STREET OR OTHER LINES SHOWN ON THIS PLAT.

_____ _____
APPROVED: DATE
CITY ENGINEER, CITY OF CRESTVIEW

COMMUNITY DEVELOPMENT SERVICES MANAGER

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT CONFORMS TO THE GENERAL ENGINEERING STANDARDS AND MEETS PLAT SPECIFICATIONS SET FORTH BY THE CITY OF CRESTVIEW CODE OF ORDINANCES.

_____
COMMUNITY DEVELOPMENT SERVICES MANAGER

LOCAL PLANNING AGENCY

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE LOCAL PLANNING AGENCY OF THE CITY OF CRESTVIEW, FLORIDA, AND WAS APPROVED BY THEM ON THE _____ DAY OF _____, ____.

_____
LPA CHAIRMAN OR LPA VICE CHAIRMAN

COUNTY SURVEYOR:

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEWED BY THE OKALOOSA COUNTY SURVEYOR AND MEETS THE REQUIREMENTS OF CHAPTER 177 OF THE STATUTES AND WAS APPROVED BY HIM/HER ON THE _____ DAY OF _____, 2022.

_____
CLAYTON M. JOHNSON, PROFESSIONAL SURVEYOR AND MAPPER #7178
OKALOOSA COUNTY SURVEYOR

CERTIFICATION BY TAX COLLECTOR:

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID FOR THE TAX YEAR _____ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF BY KNOWLEDGE AS OF THE _____ DAY OF _____, 2022.

_____
BEN ANDERSON, TAX COLLECTOR, OKALOOSA COUNTY, FLORIDA

CLERK'S CERTIFICATE OF RECORDING:

I, _____, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2022

IN PLAT BOOK _____ PAGE _____.

_____
JD PEACOCK II
CLERK OF THE CIRCUIT COURT

SURVEYOR'S CERTIFICATE:

I, ALLEN E. TUCKER, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING.

_____
ALLEN E. TUCKER, PROFESSIONAL SURVEYOR AND MAPPER NO. 4584
GUSTIN, COTHERN & TUCKER, INC. L.B. NO. 3501
121 HART STREET NICEVILLE, FLORIDA 32578
PHONE: (850) 678-5141 FAX: (850) 729-2460

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Prepared: March 2022

220053.01c

PREPARED BY:
Gustin, Cothern & Tucker, Inc.
Land Surveying
121 Hart Street Niceville, FL 32578 (850) 678-5141

SHOAL RIVER LANDING PHASE 2A

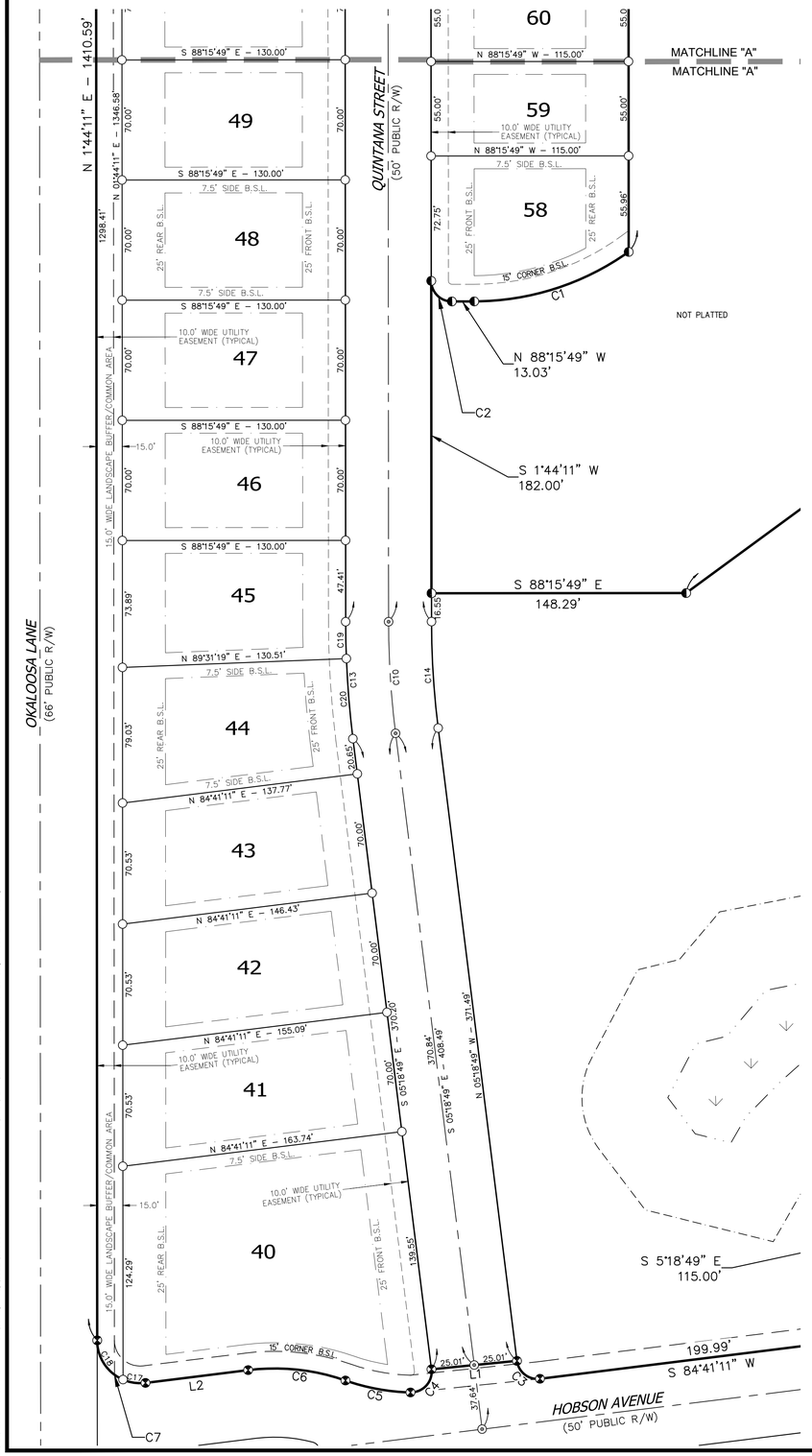
SHEET 1 OF 3

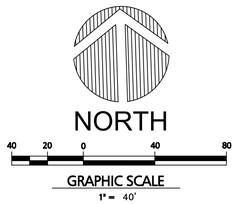
3/23/2022 JHUFFINE G:\Survey-Proj\2022\220053 SHOAL RIVER LANDING Ph 2\DWG\PLAT\220053.01c Shoal River Landing Phase 2A Plat.dwg

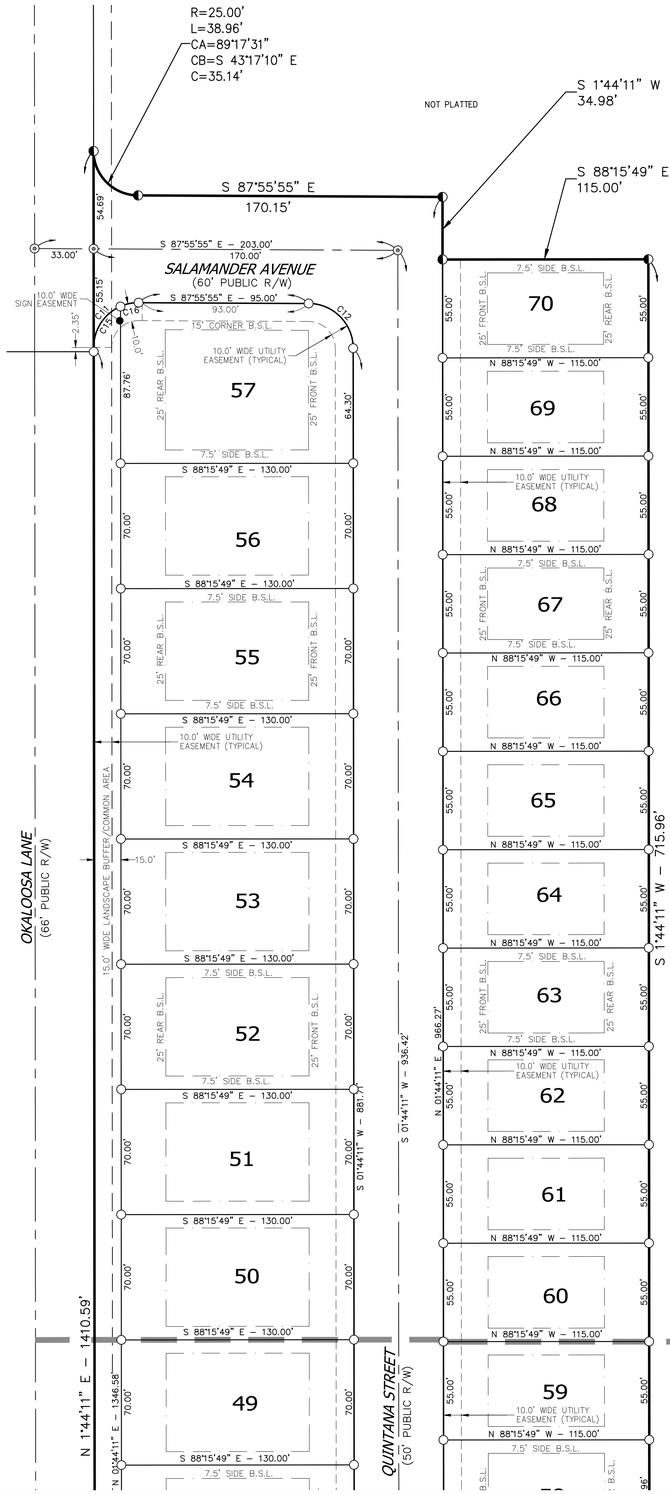
SHOAL RIVER LANDING PHASE 2A

PLAT BOOK _____, PAGE _____.

A RESIDENTIAL SUBDIVISION IN SECTION 27, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA







Building Setbacks

FRONT:	25'
REAR:	25'
SIDE:	7.5'
*CORNER:	15'

*PLEASE REFER TO LOTS 40, AND 57–58.

LEGEND:

(°) = DEGREES
(') = MINUTES OR FEET
(") = SECONDS
L.B. = LAND SURVEYING BUSINESS
O.R. = OFFICIAL RECORDS
PG. = PAGE
P.R.M. = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
L = ARC LENGTH
R = RADIUS
CA = CENTRAL ANGLE (DELTA)
CB = CHORD BEARING (DIRECTION)
C = CHORD LENGTH
POB = POINT OF BEGINNING
R/W = RIGHT OF WAY
C/L = CENTERLINE
B.S.L. = BUILDING SETBACK LINE
L.B. = LAND SURVEYING BUSINESS
No. or # = NUMBER
C1–C9 = CURVE & LETTER TO CURVE TABLE
L1–L2 = LINE & NUMBER TO LINE TABLE
○ = SET 1/2" CAPPED IRON ROD, (L.B. #3501)
◎ = SET NAIL AND DISC (L.B. #3501) (P.C.P.)
◐ = SET 1/2" CAPPED IRON ROD, (L.B. #3501) (P.R.M.)
◓ = FOUND 1/2" CAPPED IRON ROD, (L.B. #3501) (P.R.M.)

LINE TABLE

LINE#	BEARING	LENGTH
L1	S 86°09'35" W	50.02'
L2	S 84°41'11" W	60.25'

CURVE TABLE

CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD
C1	95.99'	155.00'	35°28'58"	S 73°59'42" W	94.46'
C2	18.85'	12.00'	90°00'00"	N 43°15'49" W	16.97'
C3	18.85'	12.00'	90°00'00"	N 50°18'49" W	16.97'
C4	20.66'	12.00'	98°39'09"	S 44°00'46" W	18.20'
C5	38.64'	125.00'	17°42'37"	N 77°48'21" W	38.48'
C6	57.51'	125.00'	26°21'46"	N 82°07'56" W	57.01'
C7	42.35'	25.00'	97°02'59"	N 46°47'19" W	37.46'
C10	65.21'	530.00'	07°02'59"	S 01°47'19" E	65.17'
C11	39.41'	25.00'	90°19'53"	N 44°40'08" E	35.46'
C12	39.13'	25.00'	89°40'06"	S 43°05'52" E	35.25'
C13	68.29'	555.00'	07°02'59"	S 01°47'19" E	68.25'
C14	62.14'	505.00'	07°02'59"	N 01°47'19" W	62.10'
C15	28.98'	25.00'	66°25'17"	N 34°56'50" E	27.39'
C16	10.43'	25.00'	23°54'37"	N 80°06'46" E	10.36'
C17	13.36'	25.00'	30°37'41"	N 79°59'58" W	13.21'
C18	28.98'	25.00'	66°25'19"	N 31°28'29" W	27.39'
C19	21.45'	555.00'	02°12'52"	S 00°37'45" W	21.45'
C20	46.84'	555.00'	04°50'08"	S 02°53'45" E	46.83'

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Prepared: March 2022

220053.01a

PREPARED BY:
Gustin, Cothern & Tucker, Inc.
Land Surveying
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SHOAL RIVER LANDING PHASE 2A

SHEET 2 OF 3

3/23/2022 JAUFINE O:\Survey-Proj\2022\220053 SHOAL RIVER LANDING Ph 2\DWG\PLAT\220053.01c Shoal River Landing Phase 2A Plat.dwg

SHOAL RIVER LANDING PHASE 2A

PLAT BOOK _____, PAGE _____.

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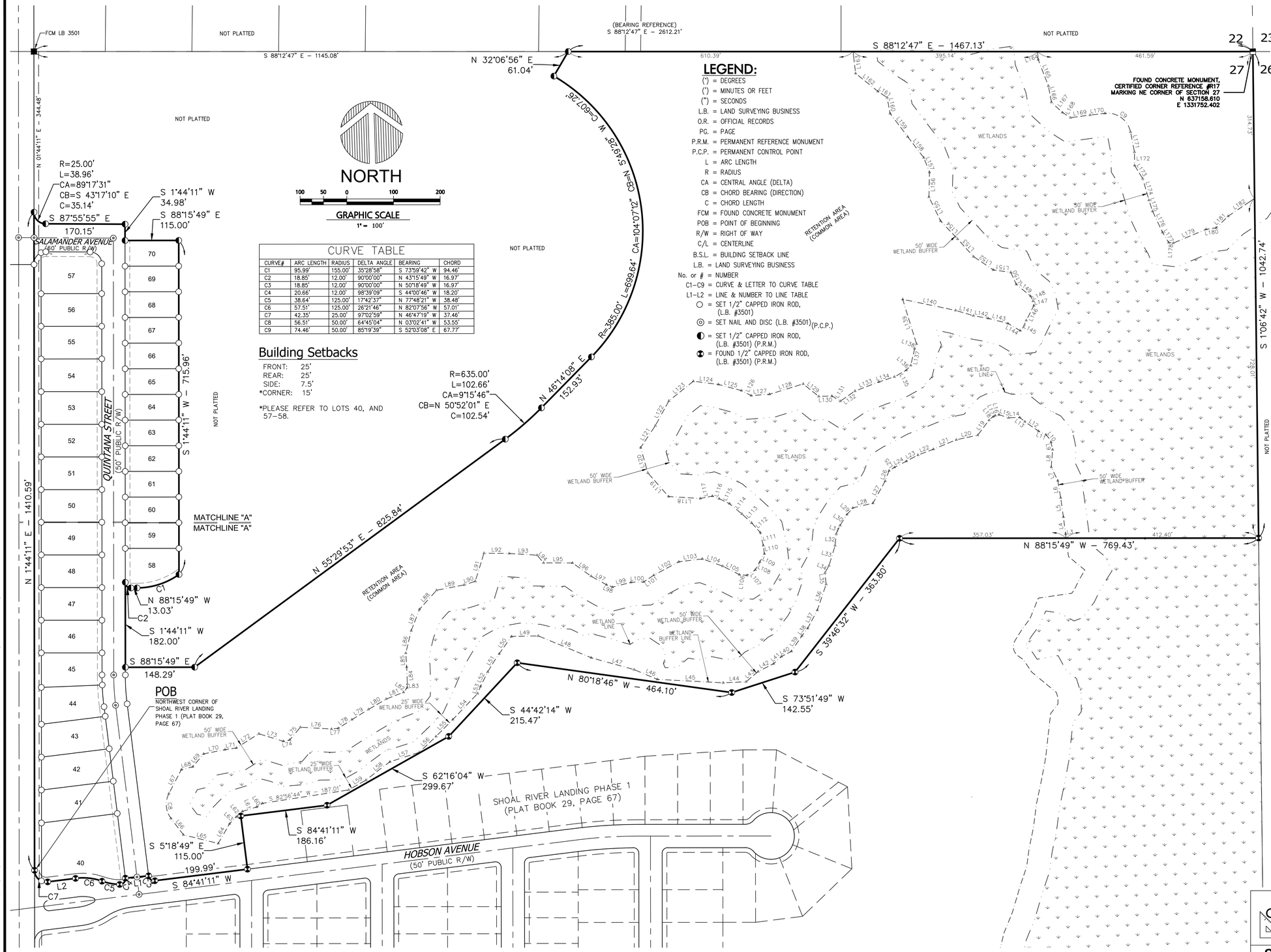

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CURVE TABLE

CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD
C1	95.99'	155.00'	35°28'58"	S 73°59'42" W	94.46'
C2	18.85'	12.00'	90°00'00"	N 43°15'49" W	16.97'
C3	18.85'	12.00'	90°00'00"	N 50°18'49" W	16.97'
C4	20.66'	12.00'	98°39'09"	S 44°00'46" W	18.20'
C5	38.64'	125.00'	17°42'37"	N 77°48'21" W	38.48'
C6	57.51'	125.00'	26°21'46"	N 82°07'56" W	57.01'
C7	42.35'	25.00'	97°02'59"	N 46°47'19" W	37.46'
C8	56.51'	50.00'	64°45'04"	N 03°02'41" W	53.55'
C9	74.46'	50.00'	85°19'39"	S 52°03'08" E	67.77'

Building Setbacks

FRONT: 25'
REAR: 25'
SIDE: 7.5'
*CORNER: 15'

*PLEASE REFER TO LOTS 40, AND 57–58.

LINE TABLE

LINE#	BEARING	LENGTH
L1	S 86°09'35" W	50.02'
L2	S 84°41'11" W	60.25'
L3	N 05°37'58" W	9.10'
L4	N 05°29'58" W	36.77'
L5	N 06°17'06" W	41.36'
L6	N 07°50'06" W	37.45'
L7	N 23°57'04" W	32.06'
L8	N 06°06'26" E	37.63'
L9	N 10°02'10" W	16.18'
L10	N 32°00'27" W	19.47'
L11	N 62°41'25" W	17.69'
L12	N 53°24'52" W	35.78'
L13	N 48°39'42" W	14.10'
L14	N 89°55'29" W	24.15'
L15	N 70°06'36" W	21.55'
L16	S 78°14'35" W	8.12'
L17	S 67°08'19" W	5.83'
L18	S 49°14'23" W	10.82'
L19	S 38°50'07" W	40.71'
L20	S 79°48'53" W	46.66'
L21	S 69°19'48" W	53.15'
L22	S 71°10'52" W	35.33'
L23	S 63°46'00" W	28.24'
L24	S 64°33'28" W	28.43'
L25	S 59°40'12" W	13.87'
L26	S 22°18'52" W	23.46'
L27	S 30°43'51" W	54.36'
L28	S 78°35'58" W	44.18'
L29	S 43°27'16" W	18.96'
L30	S 34°03'16" W	28.00'
L31	S 25°43'03" W	19.85'
L32	S 07°26'04" W	25.00'
L33	S 18°43'19" W	44.74'
L34	S 30°18'09" W	18.22'
L35	S 04°08'56" E	24.19'
L36	S 20°32'20" W	58.65'
L37	S 29°43'00" W	44.16'
L38	S 39°31'15" W	20.18'
L39	S 35°54'34" W	40.25'
L40	S 64°07'34" W	24.08'
L41	S 49°23'59" W	22.77'
L42	S 64°59'07" W	36.94'
L43	S 51°22'15" W	34.11'
L44	S 89°21'49" W	49.02'
L45	N 85°15'24" W	141.41'
L46	N 64°07'11" W	37.05'
L47	N 72°03'22" W	112.29'
L48	N 65°47'49" W	122.77'
L49	N 89°28'50" W	57.45'
L50	S 37°01'17" W	45.49'
L51	S 34°05'47" W	46.09'
L52	S 28°05'34" W	34.46'
L53	S 24°22'07" W	16.58'
L54	S 45°24'59" W	76.91'
L55	S 46°29'25" W	51.04'
L56	S 48°15'52" W	49.44'
L57	S 73°52'07" W	66.26'
L58	S 54°14'34" W	52.55'
L59	S 60°40'27" W	54.85'
L60	S 58°38'29" W	14.32'
L61	S 74°44'46" W	32.04'
L62	S 49°51'22" W	17.82'
L63	S 46°26'37" W	20.29'
L64	S 31°35'42" W	48.90'
L65	N 74°16'42" W	76.79'
L66	N 35°25'13" W	44.17'
L67	N 29°19'52" E	57.90'
L68	N 77°53'49" E	25.02'
L69	N 41°57'47" E	36.32'
L70	N 80°38'30" E	46.74'
L71	N 83°15'59" E	24.46'
L72	N 59°33'11" E	56.99'
L73	S 71°06'48" E	54.77'
L74	N 80°00'24" E	14.23'
L75	N 41°40'20" E	35.56'
L76	S 84°49'15" E	66.74'
L77	N 85°48'26" E	14.50'
L78	N 59°07'12" E	34.83'
L79	N 60°18'57" E	41.72'
L80	N 61°15'54" E	43.97'
L81	N 70°35'25" E	39.94'
L82	N 40°00'33" E	12.48'
L83	N 03°48'53" E	8.08'
L84	N 00°17'00" W	36.26'
L85	N 02°01'27" W	29.90'
L86	N 15°25'14" E	49.27'
L87	N 22°52'07" E	49.42'
L88	N 43°45'58" E	54.73'
L89	N 80°43'06" E	60.52'
L90	N 73°54'37" E	24.64'
L91	N 19°01'13" E	63.23'
L92	S 87°28'59" E	53.89'
L93	S 84°46'12" E	59.93'
L94	S 38°35'05" E	21.57'
L95	S 87°59'27" E	61.91'
L96	S 52°49'23" E	49.05'
L97	S 59°05'22" E	37.75'
L98	S 66°35'46" E	13.85'
L99	N 77°11'15" E	40.86'
L100	N 89°58'46" E	27.55'

LINE TABLE

L101	N 57°56'02" E	26.06'
L102	N 63°30'22" E	60.53'
L103	N 84°49'41" E	51.04'
L104	S 68°37'25" E	46.09'
L105	S 61°07'29" E	40.34'
L106	S 83°15'22" E	16.22'
L107	N 58°26'07" E	21.21'
L108	N 31°40'43" E	19.33'
L109	N 31°06'59" E	20.50'
L110	N 06°15'44" W	17.90'
L111	N 11°09'30" W	28.41'
L112	N 40°12'41" W	28.04'
L113	N 45°28'04" W	28.16'
L114	N 48°30'04" W	34.36'
L115	N 62°38'24" W	25.00'
L116	N 66°50'34" W	15.28'
L117	S 80°12'23" W	26.55'
L118	N 84°36'23" W	68.09'
L119	N 39°29'56" W	67.19'
L120	N 14°10'22" W	56.72'
L121	N 35°46'37" E	56.36'
L122	N 30°28'45" E	60.79'
L123	N 53°03'05" E	67.17'
L124	S 80°55'47" E	54.23'
L125	S 73°17'18" E	50.80'
L126	S 60°47'34" E	23.55'
L127	N 87°34'04" E	39.50'
L128	N 74°40'45" E	75.48'
L129	S 49°25'41" E	42.80'
L130	N 89°54'35" E	28.29'
L131	S 56°32'28" E	21.04'
L132	N 57°15'40" E	38.13'
L133	N 70°49'54" E	54.82'
L134	N 77°16'38" E	22.09'
L135	N 64°12'50" E	42.28'
L136	N 44°37'22" E	14.10'
L137	N 14°40'21" E	37.15'
L138	N 24°13'56" E	10.65'
L139	N 15°31'29" W	100.11'
L140	S 76°23'45" E	116.11'
L141	S 71°35'35" E	39.55'
L142	S 78°03'10" E	32.41'
L143	S 73°48'02" E	43.81'
L144	S 57°29'27" E	30.13'
L145	N 32°40'36" E	25.44'
L146	N 29°02'41" E	35.61'
L147	N 08°23'51" W	10.08'
L148	N 24°12'18" W	11.57'
L149	N 48°39'17" W	40.02'
L150	N 22°56'41" W	28.15'
L151	N 80°11'09" W	37.79'
L152	N 54°15'42" W	51.25'
L153	N 40°22'09" W	50.69'
L154	N 41°31'33" W	53.08'
L155	N 24°10'24" W	57.17'
L156	N 03°07'58" E	53.11'
L157	N 19°40'18" W	33.51'
L158	N 35°45'51" W	56.85'
L159	N 35°17'23" W	62.33'
L160	N 08°44'56" W	34.87'
L161	N 54°39'38" W	23.67'
L162	N 49°23'18" W	61.42'
L163	N 04°44'34" W	47.09'
L164	S 03°37'17" E	17.16'
L165	S 19°14'12" E	60.64'
L166	S 08°57'31" E	35.49'
L167	S 45°12'23" E	32.14'
L168	S 55°29'26" E	20.77'
L169	N 84°02'01" E	42.24'
L170	N 85°17'03" E	32.07'
L171	S 09°23'19" E	43.64'
L172	S 01°18'26" W	28.79'
L173	S 29°40'12" E	33.56'
L174	S 14°28'40" E	47.74'
L175	S 15°56'42" E	24.87'
L176	S 23°31'35" E	50.24'
L177	S 29°05'30" E	25.41'
L178	S 82°08'43" E	10.04'
L179	N 69°01'38" E	76.23'
L180	N 83°42'11" E	21.80'
L181	N 47°29'55" E	35.84'
L182	N 57°53'34" E	68.31'

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Prepared: March 2022

220053.01c

PREPARED BY:
Gustin, Cothern & Tucker, Inc.
Land Surveying
121 Hart Street Niceville, FL 32578 (850) 678–5141

SHOAL RIVER LANDING PHASE 2A

SHEET 3 OF 3

3/23/2022 JHUFFINE O:\Survey-Proj\2022\220053 SHOAL RIVER LANDING Ph 2\DWG\Plat\220053.01c Shoal River Landing Phase 2A Plat.dwg

FILE #3435519 RCD: 3/5/2021 3:29 PM, BK: 3530 PG: 1206, RECORDING: $231.00 RECORDING ARTICLE V: $204.00
DEPUTY CLERK TWILCOX
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

(1)

196-213400152

THIS INSTRUMENT PREPARED BY:
Hand Arendall Harrison Sale LLC
P.O. Box 123
Mobile, Alabama 36601
(251) 432-5511
1616545_8

STATE OF FLORIDA:
COUNTY OF OKALOOSA:

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

SHOAL RIVER LANDING SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this 11th day of February, 2021, by **68V SHOAL RIVER (FL) 2019, LLC**, a Florida limited liability company ("Declarant", as further defined below).

W I T N E S S E T H:

WHEREAS, on December 29, 2020, Declarant recorded in Plat Book 29, Pages 67-72 of the Office of the Clerk of the Circuit Court of Okaloosa County, Florida, a subdivision plat for Shoal River Landing Subdivision ("Plat of Subdivision", as further defined below) pertaining to certain real property owned by Declarant in Okaloosa County, Florida, as more specifically described on Exhibit "A" hereto.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as

applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

(a) "Act" means Chapter 720, Florida Statutes, as amended from time to time.

(b) "Additional Property" shall have the meaning given such term in Section 10.02 hereof.

(c) "Adult" means a person of age twenty-one (21) or older.

(d) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.

(e) "Articles of Incorporation" means the Articles of Incorporation of Shoal River Landing Owners Association, Inc., a Florida non-profit corporation, as filed in the records of the Florida Department of State, Division of Corporations, as the same may hereafter be amended, altered or repealed from time to time. A copy of the Articles of Incorporation is attached hereto as Exhibit "B".

(f) "Association" means Shoal River Landing Owners Association, Inc., a Florida non-profit corporation.

(g) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.

(h) "Builder" means any commercial home builder or contractor who is in the business of constructing residential structures to sell to owner-occupants.

(i) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time. A copy of the Bylaws is attached hereto as Exhibit "C".

(j) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.

(k) "Community Property" means all of the Lots and the Common Area, collectively.

(l) "Declarant" means 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.

(m) "House" or "Home" means any single family dwelling unit situated upon a Lot.

(n) "Lot" means each and every numbered lot shown on the Plat of Subdivision.

(o) "Member" means every person or entity who is a member of the Association.

(p) "Mortgagee" means a holder or beneficiary of any mortgage, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.

(q) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.

(r) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.

(s) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.

(t) "Stormwater Management System" shall mean a surface water management system that is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

(u) "Subdivision" means Shoal River Landing, a subdivision as shown on the Plat of Subdivision, plus any Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.

(v) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Okaloosa County, Florida, (ii) any event described in Florida Statutes, Section 720.307(1), or (iii) December 31, 2038; provided however, in the event of a

conflict between the Florida Statutes and the foregoing, the applicable Florida Statute controls.

1.04 Purposes. It is intended that the Subdivision development will be a residential community of high esteem and quality homes.

ARTICLE TWO
COMMON AREA

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. Buildings and improvements of a permanent nature erected or placed on the Common Area and any activities that alter the nature of the Common Area shall require the prior approval of the Members. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area. The necessary work or maintenance, repair and replacement of the Common Area and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Articles of Incorporation and the Bylaws.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Restrictive Covenant on Common Area. A restrictive covenant is hereby imposed on the Common Area such that no part of the Common Area may be developed for residential or commercial purposes; provided, however, that Declarant and/or the Association shall have the right, but not the obligation, to construct and install amenities on the Common Area that are for the use and enjoyment of the Members, subject to the terms and conditions hereof and any rules and regulations adopted by the Association. This restrictive covenant shall run with each Lot and shall exist for the benefit of the Owners and be binding upon, their successors and assigns.

2.04 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.05 Easements.

(a) [INTENTIONALLY DELETED.]

(b) Easements and Buffer Strips. All easements and buffer strips shown on the Plat of Subdivision, if any, are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements and buffer strips.

(c) Structures. No dwelling unit, house, home, and/or other structure of any kind shall be built, erected, or maintained upon any easement, and said easements shall at all times be open and accessible to public and quasi-public utility corporations, and to other persons erecting, constructing, or servicing such utilities, and to the Association, its successors or assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under, and upon said locations for the carrying out of any of the purposes for which said easements are hereby reserved and may hereafter be reserved.

(d) Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.06 Control of Common Area. The Association may, upon approval by the Members, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may

leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 The Association. The operation and administration of the Common Area shall be handled by the Association. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Owners with reference to the Common Area and with reference to any and all other matters in which all of the Owners have a common interest. The Association shall have all the powers and duties set forth in the Articles of Incorporation and the Bylaws. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and further, shall have the right to grant permits, licenses, and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Area. The Board of Directors shall have the authority and duty to levy and enforce the collection of general and specific assessments for common expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

3.02 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.03 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.04 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

3.05 Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account"). The Reserve Account shall be maintained out of regular assessments for common expenses. The Reserve Account shall be established, budgeted, and maintained in accordance with Section 720.303 of the Act, as may be amended from time to time. In no way limiting the foregoing, the Reserve Account is intended to fund capital expenditures, deferred maintenance, and items of expense that do not occur on a regular basis.

ARTICLE FOUR
COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements to the Common Area, and (3) the lien for assessments for capital improvements to the Common Area by any governmental entity ("Governmental Assessments"), as such assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and Governmental Assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars ($25.00) or five percent (5%) of the amount of each installment that is paid past the due date, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent assessments. Each such assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Each Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title; provided, however, that "previous Owner" shall not include an association, mortgagee, lien holder, or other lender that acquires title to a delinquent Lot through foreclosure or by deed in lieu of foreclosure. This liability is without prejudice to any right the present Lot Owner may have to recover any amounts paid by the present Owner from the previous Owner.

4.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. The Association shall have the obligation to maintain the Common Area (including, without limiting the generality of the foregoing, any and all easements, drainage facilities, landscaping, structures, holding and retention ponds, and the like, whether denominated as such or otherwise) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in the Reserve Account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any part of the Common Area.

4.03 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Reserve Account, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Areas, and any and all other expenses of the Association, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot owned shall be calculated as set forth in the Articles of Incorporation. Once assessed, the Association has a lien on each Lot for any unpaid assessments, interest, late fees, attorneys' fees, and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The initial annual assessment period will commence on

the date the Board of Directors fixes the initial annual assessment and continue until December 31 of that calendar year. Thereafter, each annual assessment period will be the calendar year.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the Board of Directors may levy, in any annual assessment period, a special assessment applicable to that calendar year. Any such special assessment may only be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto, and to cover unbudgeted expenses, expenses in excess of those budgeted, and other common expenses of the Association. Notwithstanding the foregoing, before Turnover, the Board of Directors may not levy a special assessment unless a majority of Members, other than the Declarant, has approved the special assessment at a duly called special meeting and in accordance with the requirements of the Act.

4.05 Date of Commencement of Assessments and Due Dates. The assessments provided for herein shall only be assessed against Lots upon which a House has been constructed, and will commence as to a particular Lot upon constructed conveyance of the Lot to any Owner who is not the Declarant or a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days prior to each annual assessment period, and in accordance with the requirements of the Act, the Board of Directors shall prepare and adopt a budget for the estimated common expenses and reserves of the Association during the coming assessment period. Except as otherwise provided in this Section 4.05, each Owner shall pay an equal amount of the annual assessment. The aggregate amount of the assessments shall be set at a level which is reasonably expected to produce income for the Association equal to the total budgeted common expenses, including any reserves. The Board of Directors shall send a copy of the budget and notice the amount of the annual assessments for the following year to each Owner in accordance with the requirements of the Act, as may be amended from time to time. If the Board of Directors fails for any reason to determine the budget for any year, then until such time as the budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. Any revised budget prepared and adopted by the Board of Directors shall become effective in accordance with the requirements of the Act, as may be amended from time to time. The Board of Directors shall determine if annual and special assessments will be collected annually, quarterly or at some other interval and shall set due dates for assessment payments.

4.06 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon until the date such unpaid assessments are paid at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Florida. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, foreclose a lien against the property or seek injunctive relief. Interest, late fees, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose

the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any assessment within ninety (90) days of the applicable due date or as otherwise mandated by the Act. Prior to such suspension, any Owners will be given fourteen (14) days' notice of the suspension and an opportunity for hearing, if required, pursuant to Florida law.

4.07 Subordination of the Lien to Mortgages. The priority of the Association's lien and the obligation for payment of past due assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure shall be determined by the Act, and specifically, §720.3085(2) of the Act, as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

4.08 Estoppel Letter. The Association shall, upon request from an Owner or on behalf of an Owner, provide estoppel certificates in accordance with the requirements of the Act.

4.09 Declarant Exemption; Assessments during Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, all Lots owned by Declarant shall be exempt from assessments of any type by the Association until the first to occur of (i) Declarant's execution and recording in the real property records of Okaloosa County, Florida of a written waiver of the exemption from assessments set forth in this Section 4.09 or (ii) Turnover; provided, however, that for so long as Declarant's Lots are exempt from assessments, Declarant shall be responsible for and shall pay any and all operating expenses of the Association that exceed the amount of assessments receivable hereunder from the other Members and other income sources (if any) of the Association.

4.10 Working Capital Contribution. In addition to annual and special assessments levied hereunder, the first Owner acquiring title to a Lot that has been improved with a House who will occupy (or lease to an occupant) the House and all subsequent purchasers thereof shall pay to the Association at the closing of such Lot a contribution to the Association's working capital in an amount equal to one-fourth (1/4) of the annual assessments for Common Expenses then being levied by the Association (a "Working Capital Contribution"). The Working Capital Contribution may be used by the Association for any purpose not expressly prohibited by applicable law.

4.11 Fines. The Association may levy reasonable fines against any Owner for violations of the provisions of this Declaration, the Articles, the Bylaws, or the rules and regulations of the Association. A fine may not exceed $100.00 per violation of any Owner or

Owner's tenant, guest, or invitee for failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Articles, the Bylaws, or the reasonable rules and regulations of the Association unless otherwise provided herein. A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed $1,000.00 in the aggregate unless otherwise provided herein. A fine of less than $1,000.00 may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorneys' fees and costs from the nonprevailing party as determined by the court.

ARTICLE FIVE
MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be a special assessment against the Owner responsible therefor and the Lot of such Owner.

ARTICLE SIX
ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in conformity and harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN
USE RESTRICTIONS

7.01 Residential Use. Each Lot is hereby restricted to a private, single-family dwelling for residential use.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but assessed and governed as two Lots.

7.03 Signs. No sign of any kind shall be displayed on any Lot, except (i) that any Owner actively attempting to sell his Lot may place a "for sale" sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, the Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

(a) Any House shall contain a minimum of one thousand two hundred (1,200) square feet of heated and cooled living space.

(b) No House may exceed three (3) habitable stories above grade.

(c) [Intentionally deleted.]

(d) The residential structure may contain a garage or carport; provided however, that no garage or carport may have a flat roof and any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure.

(e) No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.

(f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.

(g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) must be approved by the Architectural Review Committee and must be installed in such a way as minimize visibility from the front of the Lot and shall be placed on the back or side of any roof. Notwithstanding the foregoing, the Architectural Review Committee shall regulate antennas, satellite dishes, and/or other signal-receiving equipment of any kind in strict compliance with all federal laws and regulations.

(h) Driveway must be made of concrete, or if not, the alternative surface must be approved by the Architectural Review Committee; provided, however, that in no event may any Driveway be painted, scored or otherwise colored.

(i) Fences constructed or erected on any Lot shall be of wood construction and natural color. All fences must be privacy fence design or shadowbox fence design and shall not exceed six (6) feet in height. Walls or other designs are not permissible. No fence shall be constructed from the front property line to 20 feet behind the corner of the house nearest front property line. All Lots shall be grassed in the entire designated yard area by sodding and the yard shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping, walls or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition. Notwithstanding the foregoing, nothing in this subsection shall be construed to prohibit any Owner from implementing Florida-friendly landscaping, as defined under Florida law, on his or her Lot or create any requirement or limitation in conflict with part II of chapter 373 of the Florida Statutes.

(j) No outside clothes lines shall be permitted between the hours of 6:00 AM. and 10:00 PM.

(k) Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times. Notwithstanding the foregoing, the restrictions in this Section 7.06 shall not apply to any service animals, support animals, and any other animals permissible under the Americans with Disabilities Act.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Miscellaneous. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is

attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House. Notwithstanding the foregoing, one (1) accessory building may be erected, placed or set on any Lot if such structure is: (a) located upon the back yard of such Lot; (b) enclosed on all sides by a wooden fence of at least six (6) feet in height; (c) of the same architecture and character of the House located on such Lot; and, (d) approved by the Architectural Review Committee.

7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

(a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.

(b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.

(c) Recreational vehicles and campers shall not be parked or stored on any Lot. Boats shall be parked in garages or basements or shall be stored out of sight from all neighbors and fully screened by a privacy fence of no less than six (6) feet in height.

(d) No permanent parking on streets is allowed. Parking in yards is strictly prohibited.

(e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.

(f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.11 Construction. Any and all improvements on any Lot shall comply with the standards and provision of Okaloosa County, Florida and its applicable building code. The use of dumpsters for cleaning of construction sites is permitted.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Outdoor Lighting. All outside lights shall be of an intensity not to exceed 100 watts and shall be placed so as to avoid an annoyance to any neighbor. Said lighting shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic in all

directions so that it does not shine toward neighboring Lots. Flood lights which shine all night are specifically prohibited.

7.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

7.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings.

7.18 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent. The Board of Directors may require removal of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.19 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted; provided, however, that this Declaration does not prohibit the use of wells for landscape irrigation.

7.20 Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted.

7.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

7.23 Swimming Pools. No swimming pool or swimming pool screening shall be constructed, altered or maintained upon any Lot without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding the foregoing, any such swimming pool must also be constructed, equipped, and maintained in accordance with the laws, ordinances, regulations, rules and standards of any city, county, and/or state authorities having jurisdiction over the Subdivision. Any Owner who desires to construct a swimming pool on such Owner's Lot shall also, prior to completion of such swimming pool, construct a fence around such swimming pool, which fence must also be approved by the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding anything contained herein to the contrary, above-ground pools are expressly prohibited.

7.24. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or energy conservation equipment (collectively, "Energy Conservation Equipment") shall be constructed or installed on any Lot or House without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Energy Conservation Equipment shall be installed in such a way as to minimize visibility from any Common Area or road within the Subdivision. Notwithstanding the foregoing, the Association shall have the right to promulgate rules and regulations regarding the use and location of Energy Conservation Equipment; provided, however, that such rules and regulations shall not impair the effective operation of such Energy Conservation Equipment and shall comply with the requirements set forth in the Act.

7.25 Outdoor Equipment. No outdoor equipment, tools, generators, or sporting equipment (including but not limited to basketball goals) may be installed or affixed to any Lot or House without prior written approval from the Architectural Review Committee; provided, however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis for no more than twenty-four (24) hours and promptly removed from view after use. Notwithstanding the foregoing, portable generators may be used and located on a Lot for more than twenty-four (24) hours in the event of an emergency or power outage but must be promptly removed once power is restored.

ARTICLE EIGHT
ADDITIONAL RESTRICTIONS

8.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only; provided, however, that such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Lots and Homes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction. Further, all leases must be in writing, with a copy

provided to the Association upon request by the Association. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder. Notwithstanding the foregoing, this Section shall not apply with respect to any Lot subject to a mortgage which is insured or guaranteed by the Federal Housing Administration or the Veterans Administration, or where the provisions of this Section are otherwise prohibited by law.

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.

8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

ARTICLE NINE
ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

(a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and

(b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within

one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. No amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. This Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members. Notwithstanding the foregoing, Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN
RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Declarant reserves unto itself, its successors and assigns:

(a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing,

developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.

(b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.

(c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

Except as set forth in Section 10.04, all of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any real property adjacent to the Subdivision (the "Additional Property") subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (i) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (ii) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right to alter, or otherwise replace with other terms, the terms of Section 7.05 hereof as those terms pertain to any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner, except as required by Section 10.04.

10.04 Consent of D.R. Horton to Certain Matters. Declarant may not exercise any rights reserved in this Article 10, or take any action or grant any approval as Declarant under this

Declaration (other than any other approval given in the ordinary course as an Owner and not as Declarant) without obtaining the prior written consent of D.R. Horton, Inc.

10.05 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE ELEVEN
INSURANCE; CASUALTY

11.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Accordingly, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. Unless the requirement of fidelity coverage is waived in the manner provided in the Act, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

11.02 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

11.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement

covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

11.04 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction.

ARTICLE TWELVE
MISCELLANEOUS

12.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

12.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

12.03 Applicable Law. The laws of the State of Florida shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

12.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

12.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

12.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Florida law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

12.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

12.08 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

12.09 Fair Housing Amendments Act of 1988. This Declaration, the Articles, the Bylaws, and any rules and regulations of the Association shall be subordinate to and interpreted and applied in a manner so as to be consistent with 42 U.S.C. §3601, *et seq*.

ARTICLE THIRTEEN
STORMWATER MANAGEMENT

13.01 Stormwater Management

(a) The Stormwater Management System shall be owned by the Association and shall be located: (i) on land that is designated Common Area on the Plat of Subdivision; (ii) on land that is owned by the Association; or (iii) on land that is subject to an easement in favor of the Association and its successors.

(b) No construction activities may be conducted relative to any portion of the Stormwater Management System. Prohibited activities include, but are not limited to, digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Stormwater Management System. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Northwest Florida Water Management District ("NWFWMD").

(c) The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of NWFWMD Permit No. IND-091-18597-1 and applicable NWFWMD rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the NWFWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved, by the NWFWMD.

(d) NWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System.

(e) Notwithstanding anything contained in this Declaration to the contrary, any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior written approval of NWFWMD.

(f) In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310 F.A.C., and NWFWMD Applicant's Handbook Volume 1,

Section 12.3, and be approved by the NWFWMD prior to such termination, dissolution or liquidation.

(g) If any property within the Subdivision has on-site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until NWFWMD determines that the area(s) is successful in accordance with any environmental resource permit(s).

(h) Each Owner, at the time of construction of their building or structure, shall comply with the construction plans for the Stormwater Management System approved and on file with NWFWMD.

(i) No Owner may construct or maintain any building or structure, or undertake to perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and Plat of Subdivision, unless prior written approval is received from the NWFWMD.

(j) The Owners of Lots abutting wet detention ponds shall not remove native vegetation, including cattails, that becomes established within the wet detention ponds abutting their Lot. Removal shall include, but not be limited to, dredging, the application of herbicide, cutting and the introduction of grass carp. Owners shall address any questions regarding authorization activities within the wet detention ponds to a NWFWMD Regulation Manager.

(k) A "Recorded Notice of Environmental Resource Permit," in form and content reasonably approved by the Florida Department of Environmental Protection, or other applicable governmental agency, shall be recorded in the public records of Okaloosa County, Florida. The Association shall maintain copies of all permitting actions undertaken for the benefit of the Association.

13.02 Right to Transfer. The Association shall have the right to dedicate or transfer all or any part of the Common Area, to any public agency, authority or utility for such purposes of stormwater management and subject to such conditions as may be agreed to by the Members. No such dedications or transfers shall be effective unless an instrument signed by the Members entitled to cast sixty-seven percent (67%) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than (30) days and no more than sixty (60) in advance of such dedication or transfer. Notwithstanding the foregoing, Declarant specifically reserves and retains the rights to transfer and convey to Emerald Coast Utilities Authority (ECUA), Okaloosa County Water and Sewer, the City of Crestview, Florida, or to any other appropriate entity which complies with Rule 62-330.310, F.A.C., and NWFWMD Applicant's Handbook Volume 1, Section 12.3, as approved by NWFWMD, any Stormwater Management System on the Common Area of the Subdivision.

ARTICLE FOURTEEN
WILDLIFE HABITATS

14.1 Potential Wildlife Within the Subdivision. This Article 14 is intended for the health, safety, and welfare of the Owners within the Subdivision and their invitees, guests, visitors, and employees, as well as for the wildlife which inhabit Okaloosa County, Florida. Human provided food sources, whether intentional or unintentional, are the primary cause of conflicts between wildlife and people. Wildlife can be dangerous and is capable of inflicting serious injury, damage to personal property, or killing humans and pets. Besides running the risk of human injury, often it is the particular wild animal that has to be destroyed because of these conflicts. There are known practices which minimize or prevent human-wildlife conflicts. Therefore, the Association will be taking preventative measures to not only keep the residents of the Subdivision safe but also keep the wildlife of Okaloosa County, Florida wild. When a problem arises and the parties are unwilling to comply with the direction of the Association, the provisions of this Article 14 shall come into effect.

14.2 Preventive Measures. Owners will be required to perform all necessary actions to remove attractants of wildlife. This includes, but is not limited to:

(a) Pet food shall not be put or stored outside for any time period other than the actual time the pet is eating.

(b) All barbecue grills shall be cleaned immediately after use or stored in a sturdy shed, garage, or other secure location.

(c) Removing outdoor bird feeders or hanging bird feeders at least 10 ft high and 4 ft from any trees or poles.

(d) All garbage and trash shall be kept in a wildlife resistant container or secured in a sturdy shed or garage at all times, except for roadside trash pickup on the designated day.

For additional information on bears and how to avoid conflict, please visit the Florida Fish and Wildlife Conservation Commission at www.myfwc.com/wildlifehabitats/managed/bear/.

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IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

Witness: _____

Print Name: ANDREW DOLAN

DECLARANT:
68V Shoal River (FL) 2019, LLC, a Florida limited liability company

By: 68 Ventures, LLC, an Alabama limited liability company, as its Manager

By: _____
Nathan L. Cox, its Manager

Witness: _____

Print Name: Whitney Watson

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of February, 202__, by Nathan L. Cox, as Manager of 68 Ventures, LLC, an Alabama limited liability company, as Manager of 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, on behalf of said entity. He is personally known to me or has produced _____ as identification.

[SEAL]

WHITNEY WATSON NOTARY MY COMM. EXPIRES SEPTEMBER 29, 2021 PUBLIC ALABAMA STATE AT LARGE

_____
Notary Public Signature

Whitney Watson
Notary Public Printed Name

MORTGAGEE'S CONSENT AND SUBORDINATION

D.R. Horton, Inc., a Delaware corporation ("Secured Lender"), the mortgagee under that certain Mortgage and Security Agreement, executed by 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, dated August 29, 2019, and recorded in Book 3418, Page 2322 of the Office of the Clerk of the Circuit Court of Okaloosa County, Florida (the "Mortgage"), does hereby consent to the recording of this Declaration of Conditions, Covenants and Restrictions ("Declaration"). Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Secured Lender under the Mortgage, as provided in Section 4.07 of the Declaration. Secured Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 18th day of February, 2021.

D.R. HORTON, INC., a Delaware corporation

By: _____
Name: Russell Gilbert
As Its: Assistant Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 18th day of February 2021, by Russell K. Gilbert of D.R. Horton, Inc., a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[SEAL]

LEIGH ANN CAPOCCI
MY COMMISSION EXPIRES
JULY 21, 2021
NOTARY PUBLIC
STATE OF ALABAMA

Printed/ Typed Name: Leigh-Ann Capocci
Title/ Rank: D.V. Paralegal
Serial No. (if any): 16055

MORTGAGEE'S CONSENT AND SUBORDINATION

Hancock Whitney Bank ("Secured Lender"), the mortgagee under that certain Mortgage, Security Agreement, Financing Statement, and Assignment of Rents, executed by 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, dated August 29, 2019 and recorded in Book 3418, Page 2071 of the Office of the Clerk of the Circuit Court of Okaloosa County, Florida (the "Mortgage"), does hereby consent to the recording of this Declaration of Conditions, Covenants and Restrictions ("Declaration"). Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Secured Lender under the Mortgage, as provided in Section 4.07 of the Declaration. Secured Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 10 day of February, 2021.

HANCOCK WHITNEY BANK

By: _____
Name: Robert C Maloy
As Its: SVP Comm Lending

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th of February 2021, by Robert C Maloy of Hancock Whitney Bank, on behalf of the entity. He/she is personally known to me or has produced _____ as identification.

_____
Printed/ Typed Name: _____
Title/ Rank: _____
Serial No. (if any): _____

[SEAL]

CHRISTINE SANFILIPPO
MY COMMISSION # GG 173894
EXPIRES: April 14, 2022
Bonded Thru Notary Public Underwriters

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the Shoal River Landing Subdivision as shown on the plat recorded in Plat Book 29, Page 67-72 in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

EXHIBIT "B"
FORM OF ARTICLES OF INCORPORATION

This Instrument Prepared By:
Hand Arendall Harrison Sale, LLC
Post Office Box 123
Mobile, Alabama 36601
251-432-5511

STATE OF FLORIDA:
COUNTY OF OKALOOSA:

ARTICLES OF INCORPORATION

OF

SHOAL RIVER LANDING OWNERS ASSOCIATION, INC.

A NONPROFIT ASSOCIATION

UNDER THE LAWS OF THE STATE OF FLORIDA

BE IT KNOWN that the undersigned, acting as incorporator of a nonprofit corporation under the laws of the State of Florida, and in particular, Title XXXVI, Florida Statutes does hereby adopt the following Articles of Incorporation for such nonprofit corporation (these "Articles").

ARTICLE I
NAME

The name of the nonprofit corporation shall be Shoal River Landing Owners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II
PERIOD OF DURATION

The period of duration of the Association shall be perpetual unless terminated according to the terms of these Articles.

ARTICLE III
PURPOSE

The purposes for which the Association is organized are:

1. To furnish all services reasonably necessary, for the health, comfort, safety, welfare and enjoyment of the lot owners of the proposed subdivision to be known as Shoal River Landing Subdivision (the "Subdivision"), which may be developed on all or a portion of that certain real property located in Okaloosa County, Florida and more particularly described on Exhibit A attached hereto.

2. To own, manage and control all of the common areas and improvements thereon located within the exterior boundaries of the Subdivision which are intended to be devoted to the common use and enjoyment of the owners of lots in the Subdivision, including, but not by way of limitation, the maintenance of private easements or roads, any decorative fences, street islands and any detention pond for storm water drainage.

3. To administer, enforce and otherwise act in accordance with that certain Declaration of Conditions, Covenants and Restrictions for Shoal River Landing executed by Declarant (hereinafter defined) and recorded in the office of the Clerk of the Circuit Court of Okaloosa County, Florida, as may be amended from time to time (the "Declaration"), to the extent provided in the Declaration.

4. To assess, collect and direct the proper disbursement of the lot owners' pro rata shares of the costs and expenses incurred in the carrying out of said purposes in accordance with these Articles, the Bylaws for the Association and the rules and regulations of the Subdivision and the Declaration.

ARTICLE IV
GENERAL POWERS

The powers of the Association are as follows:

1. The Association shall have the power to own, accept, acquire, mortgage and dispose of real and personal property, and to obtain, invest and retain funds, in advancing the purposes stated in Article III above.

2. The Association shall have the power to transact all business being not for profit consistent with the purposes for which this Association is organized and to protect the lawful rights and interests of its members in connection therewith.

3. The Association shall have all powers granted to it in The 2012 Florida Statutes, as amended, including those powers granted to nonprofit corporations in Title XXXVI, Chapter 617, Florida Statutes, as amended.

ARTICLE V
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator herein are as follows:

68V Shoal River (FL) 2019, LLC
29891 Woodrow Lane, Suite 300
Spanish Fort, AL 36527

ARTICLE VI
NAME AND ADDRESS OF INITIAL PRINCIPAL OFFICE

The name and address of the initial principal office are as follows:

D.R. Horton, Inc.
400 Schubert Drive
Pensacola, FL 32504

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS

There shall be only one (1) class of membership. The members of the Association shall be all of the record owners of platted lots within the Subdivision. Membership in the Association shall be established by recordation in the records of the Office of the Clerk of Okaloosa County, Florida, a deed of conveyance transferring record title to a platted lot in the Subdivision and the delivery to the Association of an executed true copy of said deed. The owner designated by such instrument shall thereby automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot in the Subdivision, and shall cease as to any owner upon transfer of title from such owner to another owner.

Each member shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any single lot.

ARTICLE VIII
NONPROFIT CORPORATION

The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its members. The members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to members of the Association under these Articles, the Bylaws of the Association or

the Declaration. The purposes of the Association shall be served without pecuniary profit to any director or member of the Association.

ARTICLE IX
NAME AND ADDRESS OF INITIAL REGISTERED AGENT

The name of the initial registered agent of the Association, and the address of the initial registered office of the Association are as follows:

D.R. Horton, Inc.
400 Schubert Drive
Pensacola, FL 32504

The initial registered agent's written acceptance of appointment as a registered agent as required by s. 617.0501 of the Florida Statutes is attached hereto as Exhibit B.

ARTICLE X
BOARD OF DIRECTORS

Except as provided herein, the affairs of the Association shall be managed by a Board of Directors. Notwithstanding anything contained in these Articles, the Bylaws of the Association, or the Declaration to the contrary, until Turnover, 68V Shoal River (FL) 2019, LLC, a Florida limited liability company (the "Declarant") shall have the sole and exclusive right to (1) appoint all of the members of the Board of Directors of the Association (subject to the rights of members other than the Declarant to elect at least one member of the Board of Directors under Section 720.307(2) of the Florida Statutes); (2) appoint all of the officers of the Association; (3) remove and replace any members of the Board of Directors of the Association; (4) appoint the members of the Architectural Review Committee ("ARC") of the Association as defined in and in accordance with the Bylaws; (5) amend these Articles and the Bylaws of the Association; and (6) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association. "Turnover" has the meaning set forth in the Declaration. Upon Turnover, the then-current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in the Declaration and the Bylaws of the Association.

The initial Board of Directors of the Association shall be composed of three (3) directors, none of which must be a member of the Association. The names and addresses of the initial three (3) Directors of the Association are as follows:

	NAME:	**ADDRESS:**
1.	Sam Kearns	29891 Woodrow Lane, Suite 300 Spanish Fort, AL 36527

2.	Drew Dolan	29891 Woodrow Lane, Suite 300 Spanish Fort, AL 36527
3.	Mason Lake	29891 Woodrow Lane, Suite 300 Spanish Fort, AL 36527

Within sixty (60) days after Turnover, Declarant shall call a meeting of the Members for the purposes of (i) transitioning control of the Association to the Members, (ii) electing new directors to the Board, and (iii) electing new members of the ARC. After Turnover, all Directors must be members of the Association, or representatives of entities that are members of the Association, the number of directors shall be as set forth in the Bylaws and the members of the Association shall have the right to elect the Board of Directors as provided in the Bylaws. The number of directors may be changed by amendment of the Bylaws of the Association. The initial Bylaws of the Association shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors of the Association.

ARTICLE XI
INDEMNIFICATION

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding, if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association may be entitled.

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the subdivision. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the directors of the Association is a director or officer or is pecuniarily or otherwise interested, shall be either void or voidable for such reason or because such director or directors are present at the meeting of the Board of Directors or any of the committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraph exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

(b) The fact of the common directorate or interest is disclosed or known to the members or a majority thereof and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; and

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE XII
ASSESSMENTS

1. To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the common areas and improvements within the Subdivision, each member for each lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each member for each lot owned shall be equal to a fraction, the numerator of which shall be the number of lots owned by such lot owner and the denominator of which shall be the total number of lots in the Subdivision, and which the quotient of such fraction shall be multiplied by the total sum necessary for such purposes. The total number of lots in the Subdivision may be increased from time-to-time by the Declarant in its sole and absolute discretion so long as the Declarant continues to have the right to add additional property to the Subdivision in accordance with the terms of the Declaration.

2. The amount of assessment against each member as provided under the paragraph immediately above, shall be assessed by the Association as a lien as provided in the Declaration.

3. In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purposes and in the manner set forth in the Declaration, as the same may be amended from time to time.

4. Each assessment shall be assessed and shall be due and payable as provided in the Declaration and the Bylaws, and upon default or payment within such period of time, the assessment shall be a lien against each lot owned by the defaulting member and against that undivided portion of the common area owned by the defaulting member, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Florida

and to take any other actions for collection from the defaulting party or parties. Any such lien against a lot or against the common area shall be subordinate to a recorded first mortgage covering such lot.

5. Both annual and special assessments shall be collected in the time and manner specified in the Declaration or as otherwise directed by the Association's directors.

ARTICLE XIII
MISCELLANEOUS

1. Amendment. Until Turnover, these Articles may be amended at any time and from time to time by Declarant, without the consent or approval of any of the other members of the Association. After Turnover, these Articles may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote or at least sixty-seven percent (67%) of the total voting interests of all members of the Association. All amendments to these Articles become effective only upon being placed of record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

2. Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Declaration, then the provisions of the Declaration shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Association Bylaws, then the provisions of these Articles shall at all times control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, by and through its duly authorized representative, on this the 18th day of February, 2021.

Witness: _____
Print Name: Andrew Dolan

68V Shoal River (FL) 2019, LLC, a Florida limited liability company

By: 68 Ventures, LLC, an Alabama limited liability company, as its Manager

By: _____
Nathan L. Cox, its Manager

Witness: _____
Print Name: Whitney Watson

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of February, 2021, by Nathan L. Cox, as Manager of 68 Ventures, LLC, an Alabama limited liability company, as Manager of 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, on behalf of said entity. He is personally known to me or has produced _____ as identification.

[SEAL]

WHITNEY WATSON NOTARY MY COMM. EXPIRES SEPTEMBER 29, 2021 PUBLIC ALABAMA STATE AT LARGE

_____
Notary Public Signature

Whitney Watson
Notary Public Printed Name

EXHIBIT "A"

Description Of Subdivision Property

A PARCEL OF LAND SITUATED IN SECTION 27, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA, LYING EAST OF, AND ADJACENT TO REDSTONE COMMONS PHASE 2A (PLAT BOOK 28, PAGE 35) AND PHASE 3A (PLAT BOOK 28, PAGE 39), AND LYING EAST OF OKALOOSA LANE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE AFORESAID REDSTONE COMMONS PHASE 2A, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF SAID OKALOOSA LANE; THENCE N 01°44'11" E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 183.75 FEET TO A POINT OF CUSP ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°02'59", AN ARC DISTANCE OF 42.35 FEET, (CHORD BEARING = S 46°47'19" E, CHORD = 37.46 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 84°41'11" E, A DISTANCE OF 60.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°21'46", AN ARC DISTANCE OF 57.51 FEET, (CHORD BEARING = S 82°07'56" E, CHORD = 57.01 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°42'37", AN ARC DISTANCE OF 38.64 FEET, (CHORD BEARING = S 77°48'21" E, CHORD = 38.48 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°39'09", AN ARC DISTANCE OF 20.66 FEET, (CHORD BEARING = N 44°00'46" E, CHORD = 18.20 FEET); THENCE N 86°09'35" E, A DISTANCE OF 50.02 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 12.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 18.85 FEET, (CHORD BEARING = S 50°18'49" E, CHORD = 16.97 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 84°41'11" E, A DISTANCE OF 199.99 FEET; THENCE N 05°18'49" W, A DISTANCE OF 115.00 FEET; THENCE N 84°41'11" E, A DISTANCE OF 186.16 FEET; THENCE N 62°16'04" E, A DISTANCE OF 299.67 FEET; THENCE N 44°42'14" E, A DISTANCE OF 215.47 FEET; THENCE S 80°18'46" E, A DISTANCE OF 464.10 FEET; THENCE N 73°51'49" E, A DISTANCE OF 142.55 FEET; THENCE N 39°46'32" E, A DISTANCE OF 363.80 FEET; THENCE S 88°15'49" E, A DISTANCE OF 769.43 FEET TO A POINT LYING ON THE EAST LINE OF AFORESAID SECTION 27; THENCE S 01°06'42" W ALONG SAID EAST LINE, A DISTANCE OF 1382.89 FEET; THENCE DEPARTING SAID EAST LINE, N 88°15'49" W, A DISTANCE OF 1293.65 FEET; THENCE S 89°26'44" W, A DISTANCE OF 50.04 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 12.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 18.85 FEET, (CHORD BEARING = N 43°15'49" W, CHORD = 16.97 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 88°15'49" W, A DISTANCE OF 1138.00 FEET; THENCE N 01°44'11" E, A DISTANCE OF 8.56 FEET; THENCE N 88°15'49" W, A DISTANCE OF 130.00 FEET TO A POINT ON A LINE LYING PARALLEL TO, AND 15.00 FEET EAST OF THE AFORESAID EAST RIGHT-OF-WAY LINE OF OKALOOSA LANE; THENCE S 01°44'11" W ALONG SAID PARALLEL LINE, A DISTANCE OF 425.37 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°25'19", AN ARC DISTANCE OF 28.98 FEET (CHORD BEARING = N 31°28'29" W, CHORD = 27.39 FEET) TO A POINT OF TANGENCY WITH THE AFORESAID EAST RIGHT-OF-WAY LINE OF OKALOOSA LANE; THENCE N 01°44'11" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 872.87 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 64.49 ACRES, MORE OR LESS.

and any additional real property made subject to the Declaration in accordance with the terms thereof.

EXHIBIT "B"

Acceptance of Appointment as Registered Agent

I hereby accept the appointment as registered agent for Shoal River Landing Owners Association, Inc., a Florida non-profit corporation, and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

D.R. Horton, Inc., a Delaware corporation

By: _____
Name: _____
As its: _____

EXHIBIT "C"
FORM OF BYLAWS

BYLAWS

OF

SHOAL RIVER LANDING OWNERS ASSOCIATION, INC.

A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF FLORIDA

These Bylaws (these "Bylaws") of **SHOAL RIVER LANDING OWNERS ASSOCIATION, INC**. (hereinafter called the "Association"), a nonprofit corporation, incorporated under the laws of the State of Florida are hereby created and adopted pursuant to the Articles of Incorporation of the Association filed in the Florida Department of State, Division of Corporations (the "Articles of Incorporation"). The Association has been organized for the purpose of providing various services and benefits with regard to the Subdivision (as that term is defined in the Articles of Incorporation).

ARTICLE I
ASSOCIATION

1.1 Office. The office of the Association shall be at 400 Schubert Drive, Pensacola, FL, 32504, or such other place as shall be selected by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE II
MEMBERS

2.1 Qualification. The members of the Association shall be determined in accordance with Article VII of the Articles of Incorporation. "Owner", as used herein, shall mean and refer to the record owner, whether the same shall consist of one or more persons or entities, of the fee simple title to any platted lot in the Subdivision (a "Lot"), but excluding those having such interest merely as security for the performance of the obligation.

2.2 Voting Rights. All Owners shall be entitled to one (1) vote for each Lot owned.

2.3 Designation of Voting Members.

2.3.1 If a Lot is owned by more than one (1) person, the person entitled to cast the vote or votes for the Lot may be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, partnership, trust, company or other legal entity, the person entitled to cast the vote or votes for the Lot may be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot, and a certificate may be revoked by any owner of an interest in the Lot. Any such revocation shall be in writing and signed by any owner of an interest in the Lot or a duly authorized representative of the entity, as the case may be, and filed with the Secretary of the Association.

2.3.2 If a Lot is owned by more than one (1) person and such owners do not designate a voting Member as required hereinabove, the following provisions shall apply:

2.3.2.1 If more than one (1) such owner is present at any meeting, and said owners are unable to concur on a decision on any subject requiring a vote, said owners shall lose their right to vote on that subject at that meeting; however, said vote or votes shall be included in the determination of the presence of a quorum.

2.3.2.2 If only one (1) such owner is present at a meeting, such person attending shall be entitled to cast the vote or votes pertaining to the Lot.

2.3.2.3 If more than one (1) such owner is present at the meeting and said owners concur, any one (1) such owner may cast the vote or votes for the Lot.

2.4 Restraint Upon Alienation of Assets. A member shall have no vested right, interest, or privilege of, in, or to the assets or funds of the Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, except as an appurtenance to the ownership of his Lot.

2.5 Change of Membership. A change of membership in the Association shall be established by recording in the Office of the Clerk of the Circuit Court of Okaloosa, County, Florida, a deed or other instrument establishing a record title to a Lot (the "Record Property") and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association (the "Record Property Owner"). The membership of the prior Record Property Owner shall be thereby terminated, provided he is not an owner of other Record Properties in the Subdivision. Any change in ownership shall be subject to the relevant Subdivision documents, including the Declaration (as that term is defined in the Articles of Incorporation).

ARTICLE III
MEMBERS' MEETINGS

3.1 Place. All meetings of members of the Association shall be held at such place within the County of Okaloosa, Florida, as may be stated in the notice of the meeting.

3.2 Membership List. At least ten (10) days before every election of the directors, a complete list of the members of the Association, arranged alphabetically, shall be prepared by the Secretary. Such list shall be maintained by the Secretary of the Association and shall be open to examination by any member at any reasonable time and on reasonable notice.

3.3 Regular Meetings.

3.3.1 After Turnover (as defined in the Declaration), regular or annual meetings of the members of the Association shall be held on the second Tuesday of October of each year; provided, however, if the day set for annual meetings is a legal holiday, the meeting shall be held the same hour on the next day following which is not a legal holiday.

3.3.2 The time of holding the annual meeting of members may be changed at any time prior to fifteen (15) days before the regular day for holding such meeting by a resolution duly adopted by the Board of Directors or by the members, provided that notice of such change be mailed to each member of record, at such address as appears upon the records of the Association, not less than ten (10) days before the holding of such meeting; and further provided that each annual meeting of members shall be held within one (1) month of the date on which it should regularly have been held but for such change.

3.3.3 The purpose of the annual meeting is for electing directors and for transacting any other business authorized to be transacted by the members.

3.4 Special Meetings.

3.4.1 Special meetings of the members for any purpose may be called at any time by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or twenty percent (20%) of the members. Such request shall state the purpose of the proposed meeting.

3.4.2 Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

3.5 Notice. Written notice of every meeting, special or regular, of the members of the Association, stating the day and hour and place and, in the case of special meetings, the object or objects thereof, shall be delivered or mailed to each member at such member's address as shown in the books of the Association at least ten (10) days, but no more than fifty (50) days, prior to such meeting unless waived in writing.

3.6 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the Florida Constitution, the Florida Statutes, or the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3.7 Proxies. At any meeting of the members of the Association, each member shall be entitled to vote in person or by proxy. However, no proxy shall be valid unless it is filed with the Secretary prior to a meeting. Proxies are only valid for the particular meeting designated therein. No proxy vote may be cast on behalf of a member who is present at a meeting.

3.8 Vote Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of voting rights shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of any statute, the Articles of Incorporation, the Declaration or these Bylaws, the express provision shall govern and control the number of votes required. In all cases where reference is made to percentage of the vote of members, percentage of the members, or percentage of the members for purposes of determining the vote thereof, the percentage stated shall mean the percentage of the voting rights of the members.

3.9 Quorum. Thirty (30%) percent of the total number of voting rights of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or these Bylaws. If a quorum is not present at any meeting, the members may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Any business may be transacted at any adjourned meeting until a quorum is present. Any business may be transacted at any adjourned meeting which could have been transacted at the meeting called.

3.10 Proviso. Notwithstanding anything contained herein to the contrary, until sixty percent (60%) of the Lots in the Subdivision have been sold to the original purchasers thereof, or until Turnover, whichever shall first occur, there shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors.

3.11 Order of Business. The order of business at annual members' meetings and, as far as practicable, at all other members' meetings, shall be:

1. Call to order.
2. Calling of roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of Directors.

8. Unfinished business.
9. New business.
10. Adjournment.

3.12 Action by Written Consent. Action required or permitted to be taken at a Members meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof. The consent shall have the same force and effect as a unanimous vote and may be stated as such in any filing instrument filed with either the Clerk of the Circuit Court or Secretary of State. Action taken under this Section 3.12 shall be effective on the date the last consenting Member signs the consent, unless the consent specifies a different effective date.

ARTICLE IV
DIRECTORS

4.1 Number. The affairs and business of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than five (5) persons. The number of directors shall be determined pursuant to these Bylaws. Each director shall be a person entitled to cast a vote in the Association, except for the members of the initial Board of Directors. The number of directors constituting the initial Board of Directors shall be three (3), as designated in the Articles of Incorporation.

4.2 Term. Each director shall be elected to serve a term of one (1) year or until his successor shall be elected and shall qualify.

4.3 Vacancy and Replacement. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 Election of Directors. Election of directors shall be conducted in the following manner.

4.4.1 Directors shall be elected at the annual meeting of the members.

4.4.2 The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected to the Board.

4.5 Removal. Directors may be removed with or without cause by an affirmative vote of a majority (more than 50%) of the voting interests of the members of the Association that are entitled to vote for the election of such Director. Except with respect to the initial Board of Directors, no director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

4.6 Powers and Duties of Board of Directors. All of the powers and duties of the Association under Florida law shall be exercised by the Board of Directors, or its delegate, subject only to approval by the members when such approval is specifically required. The powers and duties of the directors shall include, but are not limited to, the following:

4.6.1 Assess. To make and collect an annual maintenance charge against members to pay the expenses incurred by the Association in carrying out the objects and purposes of the Association.

4.6.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

4.6.3 Enforce. To enjoin or seek damages from the members for violation of these Bylaws, the Declaration and the terms and conditions of any rules and regulations applicable to the use of the Subdivision or any portion thereof.

4.6.4 Employ. To employ and contract with service contractors in connection with carrying out the objects and purposes of this Association.

4.6.5 Adopt and publish Rules and Regulations governing the use of the common areas and facilities within the Subdivision, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

4.6.6 To maintain a class action, and to settle a cause of action, on behalf of Record Property Owners with reference to the common areas, the roof and structural components of a building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a building; and to bring an action, and to settle the same, on behalf of two (2) or more of the Record Property Owners their respective interests may appear, with respect to any cause of action relating to the common areas; all as the Board deems available.

4.6.7 To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these Bylaws.

4.6.8 To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

4.6.9. To employ a management agent or manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in this Section; and such duties so conferred upon the managing agent or manager by the Board of Directors may upon five (5) days notice be revoked, modified or amplified by the majority of the votes of the Directors in a duly constituted meeting.

4.6.10 To take appropriate action to enforce the provisions of the Declaration, any rules and regulations adopted by the Association, and the Bylaws. In connection with same,

the Board is authorized to file or defend appropriate suits or request for arbitration filed under any of said instruments, acts or provided for by the laws of Florida.

4.6.11 To employ attorneys, accountants, and other persons or firms reasonably necessary to carry out the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association and the rules and regulations.

4.7 Eligibility. A person who is delinquent in the payment of any fee, fine, or other mandatory obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board.

4.8 Annual Statement. The Board will present a full and clear statement of the business and condition of the Association and an account of the financial transactions of the past year at the annual meeting of the members.

4.9 Compensation. The directors shall not be entitled to any compensation for service as directors.

ARTICLE V
DIRECTORS MEETINGS

5.1 Organizational Meetings. The first meeting of each new Board elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board shall be held at the same place as the general members' meeting.

5.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.3 Special Meetings. Special meetings of the Board may be called by the President on five (5) days notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of one-third (1/3) of the directors.

5.4 Notice. Unless in an emergency, notice of a Board meeting shall be posted in a conspicuous place in the Subdivision at least 48 hours in advance. In communities with more than 100 members, notice may also be given by providing a schedule of board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the homeowners' association. However, if broadcast notice is used, the notice

must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast. The bylaws or amended bylaws may provide for giving notice by electronic transmission in a manner authorized by law for meetings of the board of directors, committee meetings requiring notice under this section, and annual and special meetings of the members; however, a member must consent in writing to receiving notice by electronic transmission.

5.5 Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute the act of the Board, except when approval by a greater number of directors is required by statute or by these Bylaws.

5.6 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

5.7 Joinder in Meeting by Approval of Minutes. The joinder of a director in any action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

5.8 Presiding Officer. The presiding officer of a directors' meeting shall be chairman of the Board if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

ARTICLE VI
ARCHITECTURAL REVIEW COMMITTEE; OFFICERS

6.1 Architectural Review Committee. The Architectural Review Committee (herein "ARC") shall consist of three (3) members at all times, who initially shall be Sam Kearns Drew Dolan and Mason Lake Their address is 29891 Woodrow Lane and the point of contact is Sam Kearns. If any member of the Architectural Review Committee shall resign, become unable to serve or die, then the remaining member (s) shall appoint a successor member (s) to the Architectural Review Committee, who need not be an Owner. If no member of the ARC remains to appoint new members of the ARC, then the Declarant (as that term is defined in the Articles of Incorporation) shall have the exclusive right to appoint members of the ARC until the Declarant causes the first meeting of the Members of the Association to be held as provided for under Section 3.3 herein. Thereafter, the ARC members will be elected, appointed and removed in the same manner as the executive officers of the Association.

6.2 Officers. The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, each of whom shall be elected at the annual meeting of the Board of Directors. The Board may elect more than one Vice President. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

The initial officers are as follows:

Sam Kearns - President
Drew Dolan - Secretary/Treasurer
Mason Lake - Vice President

6.3 Qualification. Except with respect to the office of the Secretary, no person shall be entitled to hold office except a member of the Association. The President and Vice President must be members of the Board.

6.4 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of sixty-seven percent (67%) of the voting interests of the members of the Association.

6.5 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors; shall be an ex-officio member of all standing committees; shall have general management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.6 Secretary.

6.6.1 The Secretary shall keep the minutes of the members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose. Resolutions shall be maintained in one such minute book.

6.6.2 The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

6.6.3 The Secretary shall be custodian of the corporate records and of the seal of the Association.

6.6.4 The Secretary shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

6.6.5 In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him by the President or by the Board of Directors.

6.7 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

6.8 Treasurer. The Treasurer shall be vested with all powers, and shall be required to perform all duties, as may be prescribed by the Board of Directors.

6.9 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote may choose a successor or successors who shall hold office for the unexpired term.

6.10 Resignations. Any director or other officer may resign his office at any time. Such resignation shall be made in writing, to the Secretary, and shall take effect at the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

6.11 Compensation. The compensation, if any, of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VII
LIABILITY

7.1 Liability. The Association assumes no responsibility for injuries sustained by or damages resulting from the acts or omissions of members or contractors of the Association.

7.2 Conflicts of Interest. No contract or other transaction between the Association and one or more of its directors, officers or any other corporation, firm, association or entity in which one or more directors or officers of the Association are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any director of the Association, or any corporation, firm, association or entity of which any director or officer of the Association is a director or officer or is financially interested, may be a party to, or may have a pecuniary or other interest in such contract or transaction shall be disclosed or known to the Association Board at the meeting of the Association Board or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any director or officer of the Association so related or interested. Any director or officer of the Association may vote on any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he or she is also a director or officer of such affiliated corporation.

ARTICLE VIII
AMENDMENT OF BYLAWS

8.1 Bylaws. The Bylaws of the Association may be altered, amended or repealed by a majority vote of the Directors.

ARTICLE IX
CONFLICT

9.1. Conflict. In the event there shall exist a conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern. In the event there shall exist a conflict between these Bylaws and the Declaration, the Declaration shall govern.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we, being all of the directors of the Shoal River Landing Owners Association, Inc., have hereunto set our hands this 18th day of February, 2021, and certify that these are the duly adopted Bylaws of Shoal River Landing Owners Association, Inc.

SAM KEARNS

DREW DOLAN

MASON LAKE

CITY OF CRESTVIEW

Item # 10.2.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Michael Criddle, Public Services Director, Kyle Lusk
DATE:	4/6/2022
SUBJECT:	Emergency Repair of Texas Parkway and Phillip Drive Drainage Structures

BACKGROUND:

The Gil-Ava Gully Project reshaped the drainage from Adams Drive; however, Phillips Drive did not have the existing 48" pipes upgraded.
The pipes have eroded away and have caused a sinkhole on Phillips Drive.

DISCUSSION:

The 48" pipes on Philips Drive have eroded and have caused a sinkhole that is affecting the roadway. A CIPP liner will be installed and extend the service life of the pipes and soil will be compacted to stabilize the right-of-way.
While the workers, equipment and materials are on site, the nearby 42' pipes on Texas Parkway that are in similar condition (but have not yet failed) will be lined as well.
The Walnut/Booker pipe lining that was scheduled for this year will be moved to next year to provide funding for the emergency repair.

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.
Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

The emergency repair to the 48" pipe will cost $47,999.60 and the repair of the 42" pipe will cost $70,340.08 for a total of $118,339.68. The Walnut/Booker pipe lining that was currently budgeted in the capital improvements fund will be postponed to next year to provide funding for this emergency repair.

RECOMMENDED ACTION

Staff respectfully requests approval of this emergency repair to stabilize the right-of-way and prevent further failure of the drainage structures.

Attachments

1. Pensacola Concrete CIPP Lining Invoice

PENSACOLA CONCRETE CONSTRUCTION CO. INC.
FL License # CUC1224436 • AL License # 12750

P.O. Box 2787
Pensacola, FL 32513
1-850-476-0026
www.pcctrenchless.com

City of Crestview
198 North Wilson Street
Crestview, Fl 32536
Attn: Allen Hallford
Job Name: 42in CIPP TEXAS Pkwy / James St Drainage

Date: March 30, 2022

Item	Description	Unit	Quantity	Unit Price	Amount
1	Mobilization / Freight	LS	1	$2,500.00	$2,500.00
2	Pre-Clean Host Pipe	LS	1	$1,500.00	$1,500.00
3	Install 42" dia CIPP Liner	LF	204	$321.52	$65,590.08
4	Post Lining Video Inspection	LS	1	$750.00	$750.00
				TOTAL:	**$70,340.08**

Notes:

1) Site shall be suitable for PCC and the CIPP Installation
2) Anything not specifically listed above is excluded.
3) Water via fire hydrant to be done by others.
4) Host pipes shall be suitable for lining, price excludes point repairs.
5) This proposal is a unit price proposal and final payment shall be made based on actual quanities preformed.
6) All MOT shall be done by others.
7) Dewatering and Diversion of water shall be done by others.
8) Any inlet/manhole tops that may need to be removed for CIPP installation shall be done by others.

If accepting this proposal, sign below and return original signed copy to Pensacola Concrete Construction Company.

Sign: Date:

If there are any questions concerning this proposal, please feel free to call me at (850) 476 - 0026.

Respectfully Submitted by,

Drew Matthews

Drew Matthews, Estimator
Pensacola Concrete Construction Company, Inc.

PENSACOLA CONCRETE CONSTRUCTION CO. INC.
FL License # CUC1224436 • AL License # 12750

P.O. Box 278
Pensacola, FL 3251
1-850-476-002
www.pcctrenchless.cor

City of Crestview
198 N Wilson St
Crestview, FL 32536
Job Name: Phillips Dr CIPP

Date: March 23, 20

Item	Description	Unit	Quantity	Unit Price	Amount
1	Mobilization / Freight	LS	1	$7,500.00	$7,500.00
2	Install CIPP Liner (48" Diameter)	LF	90	$444.44	$39,999.60
3	Post Lining Video	EA	1	$500.00	$500.00
				TOTAL:	**$47,999.60**

Notes:

1) Site shall be suitable for PCC and the CIPP Installation
2) Anything not specifically listed above is excluded.
3) Water via fire hydrant to be done by others.
4) This proposal is a unit price proposal and final payment shall be made based on actual quantities preformed.
5) All MOT shall be done by others.
6) Dewatering and Diversion of water shall be done by others.
7) Pricing exludes any point repairs needed. Any point repairs needed shall be done by others.

If accepting this proposal, sign below and return original signed copy to Pensacola Concrete Construction Company.

Sign: Date:

If there are any questions concerning this proposal, please feel free to call me at (850) 476 - 0026.

Respectfully Submitted by,

Drew Matthews

Drew Matthews, Estimator
Pensacola Concrete Construction Company, Inc.

CITY OF CRESTVIEW Item # 11.1.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Schrader, City Clerk
DATE:	4/7/2022
SUBJECT:	Public Records Portal Update

BACKGROUND:

With the increase of public records requests, it was determined that we needed an automated solution to log and track requests across all departments.

DISCUSSION:

For a calendar year, we will average 430 requests, and that is not including the routine requests that the police department sends out or the lien releases that the Planning department issues.
Our qualification needs - Routing workflow, email alerts, templates for responses and closures, internal messaging, security in internal review and redaction before releases and keeping the original and drafts, automatic notifications, vacation notifications, time clock tracking, keyword search, 24 hour support, customized reporting, user-friendly, audit trail, Laserfiche Integration, Supports any file type, Payment Invoicing, extract .pst files and redact emails, security compliant, mitigation of litigation risk, eliminate paper or thumb drive transfer of information, collect payments seamlessly.

GOALS & OBJECTIVES

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

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The cost of the Cloud portal will range between $7,200 to $15,014 depending depending on the company and package services selected.

RECOMMENDED ACTION

Information only at this time.

Attachments

None

CITY OF CRESTVIEW Item # 12.1.

Staff Report

CITY COUNCIL MEETING DATE: April 11, 2022
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Tim Bolduc, City Manager
DATE:	4/6/2022
SUBJECT:	Financial Update - City Manager

BACKGROUND:
This is a presentation of the monthly financial statements as required by the City Charter.

DISCUSSION:
Attached are the Unaudited Schedules of Revenues & Expenditures for the month and year to date ending February 28, 2022. During our review of the Schedule of Revenues & Expenditures, certain variations were noted for which explanations have been provided with the corresponding fund financial statement.

Please note that most funds include a budget amount in a revenue account titled "Other Sources". This includes cash carryforward from the previous year. Therefore, the percent of budget will typically reflect a low percentage.

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.
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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 attached provides unaudited revenue and expenditure information at February 28, 2022.

RECOMMENDED ACTION

No action is required for this item.

Attachments

1. Monthly Financial Report Month Ended February 2022

CITY OF CRESTVIEW, FLORIDA

MONTHLY FINANCIAL REPORT

February 28, 2022

CITY OF CRESTVIEW

Monthly Financial Report

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February 28, 2022

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Sanitation Fund 8

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GENERAL FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
February 28, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Taxes*	$ 13,444,486	$ 13,444,486	$ 1,153,090	$ 10,579,237	78.69%
Permits, Fees, Special Assessments	1,545,500	1,545,500	178,099	812,544	52.57%
Intergovernmental Revenue	7,477,532	7,477,532	692,593	3,203,020	42.84%
Charges for Services	240,500	240,500	34,272	154,157	64.10%
Judgments, Fines & Forfeites	310,000	310,000	23,173	117,566	37.92%
Miscellaneous Revenues	251,300	251,300	24,382	183,907	73.18%
Other Sources	4,039,890	4,039,890	-	2,575,000	63.74%
Total Revenues	**$ 27,309,208**	**$ 27,309,208**	**$ 2,105,609**	**$ 17,625,431**	**64.54%**
Expenditures					
Mayor	$ 107,309	$ 103,410	$ 8,361	$ 42,116	40.73%
City Clerk	164,753	177,353	12,155	77,031	43.43%
General & Administrative**	2,933,746	2,916,045	21,227	477,728	16.38%
Administration:					
City Manager	296,045	296,045	22,368	116,141	39.23%
Human Resources	336,085	336,085	18,185	110,763	32.96%
Information Technology***	698,722	698,722	27,572	215,200	30.80%
Public Information Officer	141,826	142,826	11,462	58,450	40.92%
Finance	592,547	596,547	53,162	241,892	40.55%
Public Works Administration****	339,868	339,868	13,177	69,126	20.34%
Maintenance	311,842	311,842	25,431	144,286	46.27%
Police	6,012,840	6,012,840	390,987	2,182,361	36.30%
Fire	4,820,689	4,820,689	329,230	1,807,437	37.49%
Fire Department - Dispatch	1,096,433	1,096,433	117,282	452,417	41.26%
Recreation & Enrichment Services:					
Administration	203,537	203,537	14,425	79,343	38.98%
Athletics & Recreation*****	788,869	788,869	213,098	1,435,135	181.92%
Library	803,352	803,352	85,960	321,532	40.02%
Special Events & Programs	137,825	137,825	10,328	44,379	32.20%
Cultural Services	71,567	70,567	4,715	24,872	35.25%
1/2 Cent Sales Tax******	2,921,908	2,921,908	-	228,729	7.83%
Streets*******	2,326,968	2,326,968	139,947	596,356	25.63%
Animal Control********	-	-	6,307	6,357	0.00%
Code Enforcement	137,744	137,744	11,298	37,091	26.93%
Planning & Zoning	828,692	833,692	44,801	252,047	30.23%
Building & Facility Maintenance	1,236,041	1,236,041	84,549	413,650	33.47%
Total Expenditures	**$ 27,309,208**	**$ 27,309,208**	**$ 1,666,027**	**$ 9,434,439**	**34.55%**

Note: This report reflects the revenues collected and expended in the month of February and year ending February 28, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

****Most of ad valorem revenues are collected between the months of December-March.***
*****Largest expenditures in this division are debt service payments, which will be disbursed later in the fiscal year.***
******IT equipment and software purchases upcoming.***
*******Personnel costs are lower than anticipated, engineering services have not yet been received.***
********Includes expenditures for the Blackwater Project, specifically, the Mammoth Sports Complex final invoice.***
*********Primarily expenditures in debt service which will be disbursed 6/1/2022.***
**********Street resurfacing projects to commence in the near future.***
***********Animal Control budget included in agenda items.***

SPECIAL REVENUE FUND

BUILDING AND PERMITTING

SCHEDULE OF REVENUES AND EXPENSES

BUDGET AND ACTUAL

February 28, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Building Permits	$ 579,430	$ 579,430	$ 54,741	$ 307,450	53.06%
Other Sources	163,898	163,898	-	-	0.00%
Total Revenues	**$ 743,328**	**$ 743,328**	**$ 54,741**	**$ 307,450**	**41.36%**
Expenditures					
Personnel Cost*	$ 453,734	$ 453,734	$ 23,268	$ 119,338	26.30%
Operating Expenses**	289,594	289,594	3,629	27,893	9.63%
Total Expenditures	**$ 743,328**	**$ 743,328**	**$ 26,897**	**$ 147,231**	**19.81%**

Note: This report reflects the revenues collected and expended in the month of February and year ending February 28, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

Note: The Special Revenue Funds: Escrow and Law Enforcement Trust not listed due to little or no activity.

****Personnel costs are down due to staffing turnover.***
*****Improvements project has not yet commenced.***

SPECIAL REVENUE FUND

COMMUNITY REDEVELOPMENT AGENCY

SCHEDULE OF REVENUES AND EXPENSES

BUDGET AND ACTUAL

February 28, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Intergovernmental Revenue	$ 339,555	$ 339,555	$ -	$ 85,186	25.09%
Miscellaneous	3,000	3,000	-	972	32.39%
Other Sources	994,072	994,072	-	162,395	16.34%
Total Revenues	**$ 1,336,627**	**$ 1,336,627**	**$ -**	**$ 248,553**	**18.60%**
Expenditures					
Contractual Services*	$ 476,000	$ 476,000	$ 36,840	$ 91,935	19.31%
Operating Supplies	9,650	9,650	123	4,465	46.27%
Advertising	19,500	19,500	27	27	0.14%
Dues & Subscriptions**	1,500	1,500	-	1,417	94.47%
Training	1,000	1,000	-	-	0.00%
Improvements	507,977	507,977	-	993	0.20%
Interfund Transfer	19,000	19,000	-	-	0.00%
Equipment	2,000	2,000	-	127	6.37%
Awning Improvement Grant***	300,000	300,000	-	22,877	7.63%
Total Expenditures	**$ 1,336,627**	**$ 1,336,627**	**$ 36,990**	**$ 121,841**	**9.12%**

Note: This report reflects the revenues collected and expended in the month of February and year ending February 28, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

****Contractual services expenditures are fully encumbered, yet partially disbursed.***
*****Annual subscriptions renewed.***
*****Awning improvement grant applications in progress.***

CAPITAL IMPROVEMENTS FUND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
February 28, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Other Financial Assistance*	$ 2,223,384	$ 2,223,384	$ -	$ -	0.00%
Other Sources	9,443,705	9,443,705	-	-	0.00%
Total Revenues	$ 11,667,089	$ 11,667,089	$ -	$ -	0.00%
Expenditures					
General & Administrative	$ 150,809	$ 150,809	-	$ 40,402	26.79%
Public Safety**	1,307,996	1,307,996	-	2,300	0.18%
Physical Environment***	8,812,884	8,812,884	14,761	68,731	0.78%
Transportation***	1,395,400	1,395,400	-	2,076	0.15%
Total Expenditures	$ 11,667,089	$ 11,667,089	$ 14,761	$ 113,509	0.97%

Note: This report reflects the revenues collected and expended in the month of February and year ending February 28, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

****ARPA (American Rescue Plan Act) collections will be near the fiscal year end.***
*****Fire training tower project is underway expenditures not yet encumbered.***
****** Capital improvement projects to commence in near future.***

UTILITY FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
February 28, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Impact Fees*	$ 430,000	$ 430,000	$ 46,800	$ 632,300	147.05%
Other Financial Assistance**	1,408,271	1,408,271	-	-	0.00%
Charges for Services	8,173,687	8,173,687	364,592	3,170,689	38.79%
Miscellaneous Revenue	20,000	20,000	841	6,984	34.92%
Other Sources	777,961	777,961	-	513	0.07%
Total Revenues	**$ 10,809,919**	**$ 10,809,919**	**$ 412,233**	**$ 3,810,486**	**35.25%**
Expenditures					
General & Administrative***	$ 5,217,175	$ 5,217,175	$ 262,200	$ 707,666	13.56%
Public Works Administration	747,080	747,080	44,891	245,102	32.81%
Finance - Utility Office	468,829	468,829	35,940	181,152	38.64%
Water****	1,840,149	1,840,149	121,892	1,376,073	74.78%
Sewer	1,322,187	1,322,187	162,282	538,063	40.69%
Wastewater	1,214,499	1,214,499	525	447,752	36.87%
Total Expenditures	**$ 10,809,919**	**$ 10,809,919**	**$ 627,730**	**$ 3,495,808**	**32.34%**

Note: This report reflects the revenues collected and expended in the month of February and year ending February 28, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

****Majority of fees collected are attributed to the residential impact fees incurred by the Iron Horse Townhome development.***

*****ARPA (American Rescue Plan Act) collections will be near the fiscal year end.***

******Largest expenditures in this division are debt service payments which will be disbursed later in the year.***

*******Largest expenditure in this division was for the Antioch elevated water tank in the amount of: $645,635.15.***

SANITATION FUND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
February 28, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Garbage Fees	$ 4,000,000	$ 4,000,000	$ 168,705	$ 1,510,933	37.77%
Penalties	55,000	55,000	6,714	25,979	47.23%
Franchise Fees	208,000	208,000	22,408	98,751	47.48%
Total Revenues	**$ 4,263,000**	**$ 4,263,000**	**$ 197,827**	**$ 1,635,663**	**38.37%**
Expenditures					
Garbage/Solid Waste	$ 4,263,000	$ 4,263,000	$ 365,977	$ 1,627,511	38.18%
Total Expenditures	**$ 4,263,000**	**$ 4,263,000**	**$ 365,977**	**$ 1,627,511**	**38.18%**

Note: This report reflects the revenues collected and expended in the month of February and year ending February 28, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

STORMWATER FUND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
February 28, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Stormwater Fees	$ 395,100	$ 395,100	$ 15,828	$ 147,888	37.43%
Other Financial Assistance	238,162	238,162	-	-	0.00%
Total Revenues	**$ 633,262**	**$ 633,262**	**$ 15,828**	**$ 147,888**	**23.35%**
Expenditures					
Personnel Cost	$ 291,325	$ 291,325	$ 16,085	$ 85,169	29.24%
Operating Cost*	341,937	341,937	2,928	27,332	7.99%
Total Expenditures	**$ 633,262**	**$ 633,262**	**$ 19,013**	**$ 112,501**	**17.77%**

Note: This report reflects the revenues collected and expended in the month of February and year ending February 28, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

****Budgeted equipment items have not yet been purchased.***