



CITY COUNCIL AGENDA
May 9, 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, City of Crestview Facebook Page. You may submit questions on any agenda item in advance (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. Invocation given by Pastor Josh Neel of Hope City Community Church
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
- 6. Consent Agenda**
 - 6.1. PJ Adams Pkwy Atkins Contract Extension
 - 6.2. Approval of minutes from April 25, 2022
- 7. Public Hearings / Ordinances on Second Reading**
 - 7.1. Ordinance 1864 - Repeal 2016 Local Mitigation Strategy
 - 7.2. Ordinance 1865 - Repeal and Replace Chapter 10 – Animals
- 8. Ordinances on First Reading**
 - 8.1. Ordinance 1866 - Hwy 85 & Garden St Annexation
 - 8.2. Ordinance 1867 - Hwy 85 & Garden St. Comprehensive Plan Amendment
 - 8.3. Ordinance 1868 - Hwy 85 & Garden St Rezoning
 - 8.4. Ordinance 1869 - W James Lee Comprehensive Plan Amendment
 - 8.5. Ordinance 1870 - W James Lee Rezoning
 - 8.6. Ordinance 1871 - Antioch Road Annexation
 - 8.7. Ordinance 1872 - Antioch Road Comprehensive Plan Amendment

8.8. Ordinance 1873 - Antioch Road Rezoning

9. Resolutions

9.1. Resolution 2022-13 - Adoption of 2021 Okaloosa County Local Mitigation Strategy

9.2. Resolution 2022-14 Amend the Comprehensive Fee Schedule to include Animal Control Fees

10. Action Items

10.1. Emergency purchase and replacement of sewer lift station pipe

10.2. Police accreditation contract

10.3. Affordable Housing RFP Nomination

10.4. Conceptual Plat - Lantern Ridge Subdivision - Unit Three

11. City Clerk Report

11.1. Public Records Request Portal

12. City Manager Report

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Items are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities needing special accommodations, please contact Maryanne Schrader, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: May 9, 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
DATE: 5/5/2022
SUBJECT: PJ Adams Pkwy Atkins Contract Extension

BACKGROUND:

PJ Adams Parkway is currently under construction and Atkins provides the City's Construction Engineering and Inspection (CEI) for this project.

The current construction on PJ Adams Parkway is not planned to be completed this week, while the current CEI contract will.

DISCUSSION:

Atkins is providing the construction administration tasks needed for the completion of the relocation of the City's water and sewer utilities on PJ Adams Pkwy Segments 1-4. The original contract time was for 240 days. The contracted hours have been used and the project has not reached completion. This extension of the contract will provide for enough hours to continue Atkins' construction administration professional services until December 30, 2022.

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.

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The original contract was for \$55,200.00 This extension of the current contract is \$74,250.00.

This brings the cost of the PJ Adams Pkwy project's CEI to \$129,450.00.

Water & Sewer Bond Series 2021 debt payment was overfunded in anticipation of a principal payment being

due. This was not the case as the first principal will be due in FY 2023. Therefore, funding for this contract extension is available through this source.

RECOMMENDED ACTION

Staff respectfully requests approval of Atkin's contract extension to provide for the required CEI on the PJ Adams Pkwy project.

Attachments

1. Signed - Atkins Tast Order
2. Amendment 1 SA 2020_1

CONSULTING SERVICE AUTHORIZATION (CSA)

Service Authorization Number: 2020-1

Project (Location): PJ Adams Utility Relocation Supplemental Construction Administration Services

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of the original Agreement for Consulting Services dated 2/26/2018 between the City of Crestview (CITY) and Atkins (CONSULTANT).

- I. Project Description:** Construction administration tasks necessary for the completion of the relocation of the City of Crestview's Water/Sewer utilities associated with the proposed roadway improvements to PJ Adams Parkway Segments 1-3, as well as construction administration services for the upcoming Segment 4.
- II. Scope of Services:** The CONSULTANT understands that the intent is for the County's roadway contractor to construct the water & sewer improvements via a supplemental agreement to the ongoing Phase 1-3 contract, therefore bidding and pre-construction services will not be required. The CONSULTANT will provide construction administration services including:
- Responding to requests for information related to water and sewer relocation items.
 - Shop drawing review of water and sewer relocation items.
 - Provide part-time on-site inspection services.
 - Attendance at periodic on-site construction meetings with the contractor, utility owners, and other affected parties as directed by the CITY.
 - Coordination with County and other agencies on any issues related to the design/construction of the utility relocation plans.
 - Review red line as-built information provided by the contractor on any required field change to the layout of facilities as designed due to unforeseen circumstances.
 - Prepare final plans (Bubble or highlight changes) based on field changes and submit final record drawings to the CITY.
 - Final walk-through of water and sewer facilities and punch list review.

See Attachment "B" for full scope and fees.

III. Items to be furnished by CITY at no expense to the CONSULTANT:

1. Designate in writing a person to act as the CITY representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and make decisions.
2. Obtain and transmit as-built drawings from the utility contractor and provide to the CONSULTANT for review.

IV. Time of Performance

The Scope of Services will be completed within 240 days after receipt of Notice to Proceed, except for delays beyond the reasonable control of the CONSULTANT. The above noted items of performance are not, however, a warranty or guarantee that the noted services will be completed within such period.

V. Fees to be paid

For the Scope of Services as described, the CONSULTANT shall be paid a fee not to exceed \$55,200.00 for professional services, according to the Fee Proposal contained in the attached proposal letter first referenced above.

Project Total Not to Exceed:	\$55,200.00
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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in duplicate and sealed the day and year first above written.

ATKINS NORTH AMERICA, INC.

CITY OF CRESTVIEW, FLORIDA

By: 
Gregory A. Aldrich
Title: Project Manager

By: 
JB Whitten, Mayor

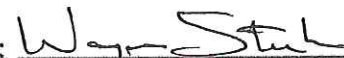
Date: _____

Date: 10/5/20

Attest:


Elizabeth Roy, City Clerk

Approved as to Substance:

By: 
Wayne D. Steele, Public Services Director

Date: 10/5/2020

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 Agreement term and following the completion of the Agreement if Consultant/Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF THE CITY CLERK, (850) 682-1560 (PRESS 2), [HTTPS://WWW.CITYOFCRESTVIEW.ORG/FORMCENTER/CITY-CLERK-16/REQUEST-FOR-PUBLIC-RECORDS-86](https://www.cityofcrestview.org/formcenter/city-clerk-16/request-for-public-records-86), 198 NORTH WILSON STREET, CRESTVIEW, FLORIDA 32536



Member of the SNC-Lavalin Group

Scope of Work
PJ Adams Utility Relocation Supplemental Construction Administration Services
City of Crestview
July 2020

SCOPE OF SERVICES

The following is a scope of services which defines those tasks necessary to perform construction administration tasks necessary for the completion of the relocation of the City of Crestview's Water/Sewer utilities associated with the proposed roadway improvements to PJ Adams Parkway segments 1-3, as well as construction admin services for the upcoming segment 4, proposed by Okaloosa County in Crestview, Florida. Herein after all references to the **CITY** will mean City of Crestview and all references to the **CONSULTANT** will mean Atkins. For the limited construction administration services for PJ Adams Parkway segment 1-3, an additional 2 months of construction is anticipated. For the segment 4 construction administration services, it is estimated that 6 months will be required. Based on current construction progress, twenty (20) hours per week for the 8 months is anticipated in scope and fee for the remaining field inspection efforts. Forty-four (44) hours of engineering time has also been included for the eight (8) months to attend bi-weekly calls, address request for information from the contractor during construction and handle the closet and as-built process at the end of construction.

The **CONSULTANT** shall provide construction administration services for the relocation of the **CITY's** water/sewer facilities. All materials sampling and testing shall be performed by the County's roadway/utility contractor for the project. To accomplish the objectives outlined above in a manner that meets the **CITY's** requirements, the following scope items have been identified.

1.0 CONSTRUCTION ADMINISTRATION

The **CONSULTANT** understands that the intent is for the County's roadway contractor to construct the water & sewer improvements required in Phase 4 via a supplemental agreement to the ongoing Phase 1-3 contract, therefore bidding and pre-construction services will not be required. The **CONSULTANT** will provide construction administration services including:

- Responding to requests for information related to water and sewer relocation items.
- Shop drawing review of water and sewer relocation items.
- Provide part-time on-site inspection services. (20 hours per week average)
- Attendance at periodic on-site construction meetings with the contractor, utility owners, and other affected parties as directed by the **CITY**.
- Coordination with County and other agencies on any issues related to the design/construction of the utility relocation plans.
- Review Red line as-built information provided by the contractor on any required field change to the layout of facilities as designed due to unforeseen circumstances. Prepare final plans (Bubble or highlight changes) based on field changes and submit final record drawings to the **CITY**.
- Final walk-through of water and sewer facilities and punch list review.

The **CONSULTANT** services shall be billed on a monthly basis based on the job classifications included in the Professional Engineering Services contract (RFP # 17-1214-PS). The project will be limiting amount based on the services needed during construction of the utility relocations design by the **CONSULTANT**.

2.0 ADDITIONAL SERVICES

Services authorized by the **CITY** other than those specifically listed above shall be considered additional services and the **CONSULTANT** shall be compensated as described in the Fee Summary. Additional services may include, but are not limited to the following:

1. Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to circumstances beyond the control of the **CONSULTANT**.
2. Providing services of professional consultants other than as is specifically provided for under this scope of services.
3. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to this scope of services.
4. Any changes or modifications required due to changes in the project directed by the **CITY**.
5. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.
6. Additional effort required to design and/or permit the water line relocation not included in the current scope.
7. Additional topographic survey services.
8. Full-time construction engineering and inspection services.

3.0 CLIENT RESPONSIBILITIES

1. Designate in writing a person to act as the **CITY** representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and make decisions.
2. Obtain and transmit as-built drawings from the utility contractor and provide to the **CONSULTANT** for review.

**PJ Adams Parkway Utility Relocation Project Supplemental Construction
Administration - PJ Adams Phase 1-3 & 4**

Prepared for the City of Crestview

ATKINS

Member of the SNC-Lavalin Group

	Activity Fee Estimate
1.0 Construction Administration	\$55,200.00
	\$55,200.00
Total	\$55,200.00

* Fee will be limiting amount. Only hours needed will be billed.

PJ Adams Parkway Utility Relocation Project Supplemental Construction Administration - PJ Adams Phase 1-3 & 4
SUMMARY FEE SHEET

ACTIVITY DESCRIPTION	Group Manager		Sr. Engineer II		Sr. Engineer I		Engineer II		Engineer I		Sr. Inspector		Sr. Admin		TOTAL	SALARY COST BY ACTIVITY	MH BY ACTIVITY	AVG. HRLY. RATE
	Rate/Hr.	MAN HRS.	Rate/Hr.	MAN HRS.	Rate/Hr.	MAN HRS.	Rate/Hr.	MAN HRS.	Rate/Hr.	MAN HRS.	Rate/Hr.	MAN HRS.	Rate/Hr.	MAN HRS.				
Construction Administration		20	\$225.00	0	\$0.00	12	\$1,560.00	12	\$1,140.00	0	\$0.00	640	\$48,000.00	0	\$0.00	\$55,200.00	684	\$80.70
TOTALS	20			0		12		12		0		640		0		\$55,200.00	684	\$80.70
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES																		
TOTAL CONTRACT FEE COMPUTATIONS																		
TOTAL ACTIVITY SALARY COSTS																		
Lump Sum Expenses																		
TOTAL LUMP SUM FEE																		
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PJ Adams Parkway Utility Relocation Project Supplemental Construction Administration - PJ Adams Phase 1-3 & 4

Limited Construction Administration

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
1.0	Pre-Bid	LS	0	0	0	Not required
2.0	Pre-Con	LS	0	0	0	Not required
3.0	Shop Drawing Review / Request for Information / Bi-Weekly construction meeting attendance by Engineer	LS	1	20	20	Attend 16 bi-weekly contractor meetings via phone. Address any questions during construction
4.0	On-site Inspection	LS	1	640	640	Field Representative efforts - 20 hours per week x 8 weeks (2 additional months for Seg 1 - 3) = 160 hours hours per week x 24 weeks (6 months for Seg 4 construction). = 20 480 hours. Total hours = 640 hours
5.0	As-built Review	EA	1	16	16	Contractor/City to provide typed/written comments. Atkins to bubble any changes and submit final records set to the City.
6.0	Certification/Close-out	LS	1	4	4	
7.0	Quality Assurance/Quality Control	LS	0%	40	0	
8.0	Coordination	LS	10%	40	4	
	Totals				684	

CONSULTING SERVICE AUTHORIZATION (CSA) AMENDMENT 1

Service Authorization Number: 2020-1

Project (Location): **PJ Adams Utility Relocation Supplemental Construction Administration Services**
(Crestview, Florida)

This Amendment, when executed, shall be incorporated in and shall become an integral part of CSA 2020-1, dated 10/05/2020, and original Agreement for Consulting Services dated 02/26/2018 between the City of Crestview (CITY) and Atkins (CONSULTANT).

I. Amended Scope and Tasks:

Add additional time and funding to original consulting service authorization.

II. Time of Performance

Construction is anticipated to run through December 2022. The new expiration is December 30, 2022.

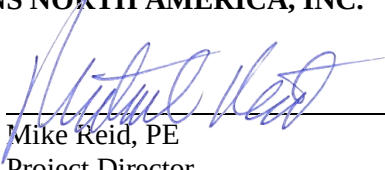
III. Fees to be paid

Original fees for the project are increased by \$74,250, as negotiated for the additional services and shown in Attachment "A".

All other provisions and stipulations of the original Consulting Service Authorization remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Service Authorization to be executed effective the latest date signed below.

ATKINS NORTH AMERICA, INC.

By: 

Title: Mike Reid, PE
Project Director

Date: 04/28/2022

CITY OF CRESTVIEW, FLORIDA

By: _____

JB Whitten, Mayor

Date: _____

Attest:

Maryanne Schrader, City Clerk

Approved as to Substance:

By: _____

Michael Criddle, Director of Public Services

Date: _____

ATTACHMENT "A"

P.J. ADAMS PARKWAY UTILITY RELOCATION PROJECT SUPPLEMENTAL CONSTRUCTION ADMINISTRATION - PJ ADAMS PHASE 1-3 & 4

SUMMARY FEE SHEET

	Group Manager		Sr. Engineer II		Sr. Engineer I		Engineer II		Engineer I		Sr. Inspector		Sr. Administrator		
	Rate/HR	\$ 225.00	Rate/HR	\$ 145.00	Rate/HR	\$ 130.00	Rate/HR	\$ 95.00	Rate/HR	\$ 80.00	Rate/HR	\$ 75.00	Rate/HR	\$ 45.00	
	MAN HRS	Cost by Pos & Act	MAN HRS	Cost by Pos & Act	MAN HRS	Cost by Pos & Act	MAN HRS	Cost by Pos & Act	MAN HRS	Cost by Pos & Act	MAN HRS	Cost by Pos & Act	MAN HRS	Cost by Pos & Act	
CONSTRUCTION ADMINISTRATION															
	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	990.00	\$ 74,250.00	0.00	\$ -	
TOTALS	0.00		0.00		0.00		0.00		0.00		990.00		0.00		
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES				TOTAL CONTRACT FEE COMPUTATIONS											
TOTAL ACTIVITY SALARY COSTS \$ 74,250.00															
LUM SUM EXPENSES \$ -															
TOTAL LUMP SUM FEE \$ 74,250.00															



Staff Report

CITY COUNCIL MEETING DATE: May 9, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader, City Clerk
DATE: 4/29/2022
SUBJECT: Approval of minutes from April 25, 2022

BACKGROUND:

The City Council approves minutes from the prior meeting.

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

Staff requests a motion to approve the minutes of April 25, 2022.

Attachments

1. 04252022 City Council Minutes - Draft

City Council Minutes -DRAFT
April 25, 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. Mayor JB Whitten welcomed Boy Scout Troop 773 who were in attendance.

2. Invocation, Pledge of Allegiance

The Invocation was led by Fire Chief Anthony Holland. Jason with Troop 773 led the Council in the Pledge of Allegiance to the Flag of the United States of America.

3. Open Policy Making and Legislative Session

Mayor JB Whitten reviewed the rules of procedure.

4. Approve Agenda

Motion by Councilmember Joe Blocker and seconded by Councilmember Andrew Rencich 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. Proclamation declaring May 1 - May 7, 2022 as Municipal Clerks Week

Mayor JB Whitten presented a proclamation to Maryanne Schrader, City Clerk, declaring the week of May 1 - May 6, 2022 as Municipal Clerks Week.

6. Consent Agenda

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

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

6.1. Blue Value Solutions Contract

6.2. Emergency Debris Removal Contract Renewal

6.3. Approval of the minutes from April 11, 2022

6.4. Fire Department Safety Equipment

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1860 - Lindley Road Rezoning

Mayor JB Whitten opened the Hearing at 6:06 p.m. and City Attorney Jon Holloway swore in Senior Planner N. Schwendt.

Senior Planner N. Schwendt went over the Public Hearing and Ordinance 1860 requirement for Second Reading.

Senior Planner N. Schwendt asked that the staff report be written into the record: 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 on April 4, 2022, and the first reading was approved by the City Council on April 11, 2022. 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 annexation fee was waived, as the request was initiated by the city.

Senior Planner N. Schwendt asked the City Clerk to read Ordinance 1860 for 2nd Reading, and City Clerk Maryanne Schrader read the Ordinance by Title: 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.

Mayor JB Whitten asked for comment from the Council. In response to Councilmember S. Hayes, Senior Planner N. Schwendt responded this piece of property was already annexed into the city.

City Attorney Jon Holloway asked Council if there were any ex parte communications, and Councilmember S. Hayes said no, as he only drove by the property.

Mayor JB Whitten asked for public comment and in hearing none called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Joe Blocker to approve Ordinance 1860 on 2nd reading for final adoption.

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

7.2. Ordinance 1861 - Antioch Road Annexation

Senior Planner N. Schwendt went over Ordinance 1861 and asked that the staff report be admitted into the record: 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 on April 4, 2022, and the first reading was on April 11, 2022. Annexation fees were waived, as the application was received during the moratorium on fees.

Senior Planner N. Schwendt asked the City Clerk to read the ordinance and City Clerk Maryanne Schrader read Ordinance 1861 by title: 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.

Mayor JB Whitten asked for comment from the Council and the public. Hearing none, he closed the Hearing at 6:13 p.m. and called for action.

Motion by Councilmember Joe Blocker and seconded by Councilmember Shannon Hayes to approve Ordinance on 2nd reading for final adoption.

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

8. Ordinances on First Reading

8.1. Ordinance 1864 - Repeal 2016 Local Mitigation Strategy

Senior Planner N. Schwendt went over the requirements for the Local Mitigation Strategy which was passed in 2016. The repeal of the 2016 LMS needs to be adopted before it is sent to FEMA.

Senior Planner N. Schwendt stated that the adoption of the LMS by ordinance is not necessary stating it may be adopted by resolution instead. He added that adoption by resolution takes less time and requires no advertising cost. He said this is the first reading of Ordinance 1864 for the repeal of the 2016 Local Mitigation Strategy.

Senior Planner N. Schwendt asked the City Clerk to read Ordinance 1864 and City Clerk Maryanne Schrader read Ordinance 1864 by title: An ordinance of the City of Crestview, Florida, repealing the 2016 Okaloosa County Local Mitigation Strategy; providing for authority; providing for filing of this ordinance with the Clerk of the Circuit Court of Okaloosa County; providing for severability; providing for scrivener's errors; providing for liberal interpretation; providing for repeal of conflicting codes and ordinances; and providing for an effective date.

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

Motion by Councilmember Cynthia Brown and seconded by Councilmember Joe Blocker to approve Ordinance 1864 on 1st reading and move to second reading for final adoption.

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

8.2. Ordinance 1865 - Repeal and Replace Chapter 10 – Animals

Senior Planner N. Schwendt stated this is the first reading of Ordinance 1865, Repeal and Replace

Chapter 10 - Animals. He noted the city has taken over animal control services. He added that major changes include the addition of many pertinent definitions, the removal of unnecessary regulations, and the addition of new regulations that will allow for processes that improve the quality of life in the city limits through active, effective, and flexible means of enforcement.

Senior Planner N. Schwendt asked the City Clerk to read Ordinance 1865 and City Clerk Maryanne Schrader read Ordinance 1865 by Title: An ordinance of the City of Crestview, Florida, repealing and replacing the current Chapter 10 – Animals of the City of Crestview Code of Ordinances; providing for authority; providing for filing of this ordinance with the Clerk of the Circuit Court of Okaloosa County; providing for severability; providing for scrivener’s errors; providing for liberal interpretation; providing for repeal of conflicting codes and ordinances; and providing for an effective date.

Mayor JB Whitten asked for comment from the Council.

In response to the question from Councilmember Andrew Rencich on fees, City Manager Tim Bolduc responded that the section relates to the care of a particular animal which may not be clarified in the Ordinance. This gives the Animal Control Officer the ability to make the determination if the animal must be boarded. He added that if there is a recurring practice, we can come back with a fee schedule amendment.

In response to the question from Mayor Whitten regarding animal exploitation, City Manager Tim Bolduc replied that the statute does not reference it. Senior Planner N. Schwendt added it can be addressed in the violation section of the Code.

Mayor JB Whitten asked for public comment and in hearing none, he called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Shannon Hayes to approve Ordinance 1865 on 1st reading and move to second reading for final adoption.

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

9. Resolutions

No resolutions were brought forward.

10. Action Items

10.1. Appointment of Mayor Pro-Tempore

Mayor JB Whitten explained per State Statute, Council is required to nominate a Mayor Pro-tem annually and asked Council for action.

Mayor Pro-tem S. Hayes stated he has served for two years.

Motion by Councilmember Douglas Capps and seconded by Councilmember Shannon Hayes to appoint Councilmember Andrew Rencich as the Mayor Pro-tem to serve for one year.

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

11. City Clerk Report

City Clerk Maryanne Schrader announced that the Kiwanis Club is hosting the Memorial Day ceremony on May 30, 2022 at 10:00 a.m. at the Courthouse and asked the Council of their availability. Mayor Whitten and Council stated they will attend.

12. City Manager Report

12.1. City Manager Updates

Tim Bolduc, City Manager, provided an update on the following items:

Blackwater Golf Club/ Toptracer driving range status update – City Manager T. Bolduc mentioned billing has started. He stated that they have hosted two tournaments and they were successful. He stated that revenue is ahead of what was anticipated. He said the public will be able to use the back nine by the end of May. We would like to do the ribbon cutting when restaurant is opened.

Animal Control division update - We are spending money on vet bills, so we need the fees set.

Wastewater treatment plant – upgrades are in the works.

TDC plan feedback. - We will submit our plan to the TDC and have heard they are pleased with our plan.

Budget process update - All departments have submitted changes. We have an 8% increase in health insurance with a 7% increase for Social Security. We will have a budget retreat at the Library. We will discuss inflation and a cost of living.

Tim Bolduc, City Manager went over the volunteer agencies that we work with stating it was time to move the Youth Coalition and Historic Preservation Board to a 501(c)(3) and set them up on their own. He stated the Historical Preservation Board was established by Council, but we do not have anything to address how they spend their donated funds. In discussion, it was determined that they should be set as an independent 501(c)(3). The Historical Preservation Board does their own fundraising and has to bring the funds to City Hall. He asked Council for a consensus to assist them and pay our attorney to establish the organization to be an independent non-profit.

City Attorney Jon Holloway said we would have to disestablish the Boards under our ordinance once the non-profit is established. He added they will have to act as independent non-profit organizations.

Discussion ensued and the Council stated they supported the establishment of the non-profit.

City Manager T. Bolduc stated he will present the proposal to the HPB at their Board meeting on Thursday night. City Attorney J. Holloway said he will present an ordinance to Council for consideration.

City Manager T. Bolduc mentioned the employees will do the Community Clean Up this Wednesday starting at the cemetery on Blakey and afterward on Highway 85. He is leading a team to roof a Habitat House Wednesday morning.

City Manager T. Bolduc stated we have been invited this Thursday at Northwest Florida College at 10:30 a.m. in Niceville for the dedication of Emergency Operations Center to honor former Sheriff Larry Gilbert.

City Manager T. Bolduc added at 4 p.m. on Thursday, we will join with the churches to clean up the neighborhood as a part of the “Keep Crestview Beautiful”.

Councilmember Cynthia Brown mentioned this is a good time to clean up the neighborhoods as dumpsters are available at the Carver Hill site, Wild Horse Drive and Old Spanish Trail. In response to her question on the dog park, PIO Chance Leavins replied it is closed for maintenance.

13. Comments from the Mayor and Council

Councilmember Cynthia Brown thanked the boy scouts for attending this evening.

Councilmember J. Blocker stated the Animal Ordinance did not address snakes. Senior Planner N. Schwendt responded that anything defined as a wild animal is addressed, but he will ensure that snakes are included.

Councilmember S. Hayes thanked everyone for the opportunity to serve as the Mayor Pro-Tem and thanked the boy scouts for attending mentioning he was a former scout.

Mayor JB Whitten stated Councilmember D. Capps will meet with the scouts after the meeting.

Mayor JB Whitten announced the Sister Cities program was a great event, as well as the WWII re-enactment. He invited the public to attend the April 28th anti-drug program that the High School SWAT team is holding at Warriors Hall. For other events noted, we will unveil five trees in observance of Arbor Day on the 29th at 5:30 p.m. at McMahon Environmental Park. On May 5th at 6:00 a.m. at Old Spanish Trail Park, we will have the national day of Prayer at the amphitheater, and on May 14th, we will have the Arts Festival and Car show on Main Street from 10 to 2 p.m., and the Memorial Day ceremony at 10:00 a.m. at Veterans Memorial.

Mayor Whitten also announced the veterans center needs help on May 10th, as the hospital is holding an event, and they are looking for a popcorn machine. He added on May 12th there are having a cookout at the hospital and are looking for volunteers, as well as a commercial-size grill.

14. Comments from the Audience

Mayor JB Whitten asked for comments from the audience.

Boy Scout, Jesse Shoemaker, came forward and said he was concerned for his father who works long hours at the prison. City Attorney J. Holloway thanked him for coming forward stating the County handles the staffing at the prison.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:00 p.m.

Minutes approved this ___ day of ___, 2022.

JB Whitten
Mayor

Maryanne Schrader
City Clerk
Proper Notice Having Been Duly Given



Staff Report

CITY COUNCIL MEETING DATE: May 9, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Gis
DATE: 5/4/2022
SUBJECT: Ordinance 1864 - Repeal 2016 Local Mitigation Strategy

BACKGROUND:

The Robert T. Stafford Disaster Relief Act, as modified by the Disaster Mitigation act of 2000, requires local governments to develop a Local Mitigation Strategy (LMS). This LMS identifies the types of natural disasters that a community is likely to experience and clearly defines hazard mitigation activities to reduce the community's vulnerability to such natural disasters. Okaloosa County adopted it's first LMS in 1999, which has subsequently been updated every 5 years since 2006, with the latest update in 2016. The City is included within the Okaloosa County LMS and is thereby required to formally adopt the LMS before it can be submitted to the Federal Emergency Management Agency (FEMA) by the State of Florida.

DISCUSSION:

In the past, the City has repealed and adopted the LMS, as amended, by ordinance. This year staff identified that the adoption of the LMS by ordinance is not necessary, and that it may be adopted by resolution, resulting in less time taken to adopt the new document and no advertising cost, versus following the process for ordinances.

As a result, this year, staff tailored this process to repeal the 2016 Local Mitigation Strategy by this Ordinance 1864, due to it having been originally adopted by ordinance. A resolution to adopt the 2021 Local Mitigation Strategy will be read following the adoption of this ordinance on second reading.

The portion of the LMS specifically pertaining to the City of Crestview has been provided as an attachment 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.

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.

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

Adoption of this ordinance will not have a direct impact on the city budget, but will ensure the ongoing availability of both pre- and post-disaster funds for the city and its residents.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1864 on Second Reading.

Attachments

1. 2021 LMS - Section 5.01 City of Crestview

ORDINANCE: 1864

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, REPEALING THE 2016 OKALOOSA COUNTY LOCAL MITIGATION STRATEGY; PROVIDING FOR AUTHORITY; PROVIDING FOR FILING OF THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY; 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.

WHEREAS, to ensure local communities prepare for natural disasters and as a prerequisite to receive certain disaster funds, the Robert T. Stafford Disaster Relief Act (42 USC 5121-5207), as modified by the Disaster Mitigation Act of 2000 (44 CFR 201), requires local governments develop a Local Mitigation Strategy (LMS); and

WHEREAS, Okaloosa County adopted its first LMS in 1999, which it readopted with revisions in 2006, substantially revised in 2011, and further updated in 2016; and

WHEREAS, City Council adopted the 2016 Okaloosa County LMS on October 10, 2016; and

WHEREAS, Okaloosa County has updated its LMS in 2021 and submitted such plan to the Florida Division of Emergency Management (FDEM), which approved the 2021 Okaloosa County LMS on October 18, 2021; and

WHEREAS, the City of Crestview is required to formally adopt the Okaloosa County LMS prior to submittal to Federal Emergency Management Agency (FEMA) by the State of Florida; and

WHEREAS, upon review of the 2021 LMS for Okaloosa County, the City Council of the City of Crestview does formally repeal the 2016 Okaloosa County Local Mitigation Strategy to allow for the adoption of the 2021 Okaloosa County Local Mitigation strategy by resolution of the City Council to ensure the City of Crestview and its residents are able to receiver certain types of pre-disaster and post-disaster funds caused by natural disasters.

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

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

SECTION 2 – REPEAL OF 2016 LMS – The Okaloosa County 2016 Local Mitigation Strategy is hereby repealed in its entirety.

SECTION 3 – 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 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 9th day of May, 2022.

Approved by me this 9th day of May, 2022.

J. B. Whitten
Mayor

ATTEST:

Maryanne Schrader
City Clerk

Section 5.01

City of Crestview





City of Crestview

Section 5.01.01 Risk Assessments

Section 5.01.01.01 Introduction

The intent of this section is to provide information regarding the hazards threatening the City of Crestview. It is an incorporated city located in north Okaloosa County and is home to about 26,178 people according a 2020 Official Population Estimate as prepared by the University of Florida, Bureau of Economic & Business Research. It is the largest city in Okaloosa County and has been one of the fastest growing cities in the county for the past several years. In this section, hazard information relevant to the City of Crestview is compiled and an overview of the analyses is provided.

The hazards that will be analyzed in this section are natural events and the analysis concentrates on the anthropogenic effects on those events as well as the effects of those events on mankind. However, this analysis is not an assessment of technological and/or societal hazards and, therefore, these types of events are not covered under this plan or in the analysis provided in this section.

Primary attention is given to hazards considered reasonably possible to occur in the City of Crestview. These hazards include:

- Hurricane and Tropical Storm
- Flooding
- Dam Safety
- Land Erosion
- Severe Storms
 - Tornado
 - Thunderstorms and Lightning
 - Winter Storms
- Heat Wave and Drought
 - Heat Wave
 - Drought
- Wildfire

The following hazards are considered minimal or no risk to the City of Crestview: sinkholes, expansive soils, earthquakes, avalanches, land subsidence, landslides, volcanoes, and tsunamis. Therefore, these hazards are not analyzed in any depth in the hazard analysis. Further explanation is provided in the “Other Hazards” section. Also, because of the City of Crestview’s topographic location and not being a coastal or bay community, it is not susceptible to storm surge, beach erosion, and waterspouts.



City of Crestview

Hazard Identification

The technical planning process begins with hazard identification. In this process, the City of Crestview Staff, along with the staff from the Okaloosa County Growth Management Department, has identified all of the natural hazards that threaten the City of Crestview.

Section 5.01.01.02 Hurricane and Tropical Storm

DEFINITIONS:

Please refer back to the Risk Assessment of the overall County for the definitions of this hazard.

HISTORICAL OCCURRENCE:

Although the City of Crestview is located in the northern portion of the county and about 35 miles away from the coast, it is susceptible to the effects of hurricane and tropical storm activity. Its primary concerns attributed to hurricanes are pockets of flooding due to heavy rain, and wind damage.

The City of Crestview and Okaloosa County are equally susceptible to hurricanes and tropical storms, as a typical storm is 300 miles wide and outer rain bands can span from 50 miles to 300 miles. Hurricane-force winds can extend outwards about 150 miles in a large hurricane, while tropical-storm force winds can stretch out as far as 300 miles from the center of a large hurricane (NOAA, 1999). The degree of damage would certainly be less in the City of Crestview than a coastal or bay community in the county, but it is susceptible to damage from these storms. Therefore, the historic hurricane record of Okaloosa County is relevant to the City of Crestview.

Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard because all of the jurisdictions in Okaloosa County are equally susceptible to hurricanes and tropical storms.

EXTENT:

High winds from hurricanes are a substantial threat to homes, especially manufactured housing. Traditional stud and brick veneer or siding homes and businesses are vulnerable, as well, especially when hurricane shutters are not used. Relatively few businesses and homes have hurricane shutters in the City of Crestview, although shelters and some critical facilities are shuttered.

In the worst-case scenario, if a Category 5 hurricane directly hit Okaloosa County, hurricane force winds would be felt in the City of Crestview. These powerful winds would likely result in damage to homes and buildings, trees, power poles, and signage. In particular to power pole damage, there would be extensive widespread system destruction anticipated, which can include transmission/substation damage. Some mobile homes and frame homes would have visible damage. Windows may be broken and trees and power poles down (NOAA, 2010). Flooding may be particularly heavy on roadways.



City of Crestview

Utilizing the Historical Hurricane Tracks data set provided by NOAA (<https://coast.noaa.gov/hurricanes>) and referenced by Professor Phil Klotzbach, PhD, research scientist with the Department of Atmospheric Science at Colorado State University, the number of storms affecting Okaloosa County can be assessed. As stated above, hurricane force winds can extend 150 miles from the center. Therefore, a point placed near Destin and counting out 150 miles in both directions yields a count of 22 named storms since 2010 to 2020. This includes the unique storm Amanda / Cristobal that started in the Pacific Ocean and came ashore within 150 miles of Destin.

PROBABILITY:

According to Colorado State University's United States Landfalling Hurricane Probability Project, Okaloosa County, and thus the City of Crestview, has the following future probabilities:

Table 5.01.01.02.1: 50-Year Probabilities of Named Storm, Tropical Storm, and Hurricane Making Landfall in Okaloosa County

1 or More Named Storms Making Landfall	1 or More Hurricanes Making Landfall	1 or More Intense Hurricanes Making Landfall	Tropical Storm-Force (≥ 40 mph) Wind Gusts	Hurricane-Force (≥ 75 mph) Wind Gusts	Intense Hurricane-Force (≥ 115 mph) Wind Gusts
90.90%	68.60%	40.50%	>99.9%	99.60%	82.30%

Source: The United States Landfalling Hurricane Web Project, 2010

Table 5.01.01.02.2: Tropical Storms within 50 miles from 1851 - 2019

	Number of Events (1851-2019) (within 50 Miles)			Climatological			Probability in 2021		
				Probability ≥ 1 Event of Specific Intensity			Probability ≥ 1 Event of Specific Intensity		
County	Named Storms	Hurricanes	Major Hurricanes	Named Storm	Hurricane	Major Hurricane	Named Storm	Hurricane	Major Hurricane
Escambia	79	32	11	37%	17%	6%	44%	21%	8%
Santa Rosa	70	30	9	34%	16%	5%	40%	20%	6%
Okaloosa	73	30	9	35%	16%	5%	42%	20%	6%
Walton	74	32	10	35%	17%	6%	42%	21%	7%
Bay	76	35	9	36%	19%	5%	43%	23%	6%

Source: Department of Atmospheric Science, Colorado State University and NOAA, 2021

Section 5.01.01.03 Flooding

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.



City of Crestview

HISTORICAL OCCURRENCE:

The City of Crestview is susceptible to localized flooding, particularly on roadways. On May 9, 1995, 15 roads north of I-10 in the City of Crestview were closed for several hours due to a foot of water over the road. On October 24, 1997 heavy rains caused flooding along Old Antioch Road in the City of Crestview and a bridge across the road had to be closed for almost an hour due to high water. On July 29, 1998 heavy rains caused flooding on several secondary roads in the city. The roads were closed for about an hour and rainfall amounts were estimated between 4-5 inches. On May 7, 1999 heavy rain from slow moving thunderstorms caused water to cover many roads in the north part of the county and around the City of Crestview. Rainfall amounts were recorded at 8-10 inches. On December 2, 2009 heavy rains from thunderstorms flooded several roads around the city. On January 21, 2010 there was extensive roadway flooding in the City of Crestview, and one home had significant flood damage. On February 05, 2010 heavy rains flooded numerous roadways around the city. (NCDC, 2010). One major flood was recorded in the City of Crestview and it was a result of Hurricane Georges in 1998. Interstate 10 was closed both east and west of the City of Crestview for several hours and schools were closed for several days because secondary roads were washed-out. Record river flooding was documented, as the Shoal River crested at 21.4 feet on September 30, 1998 (NCDC, 2010). Numerous homes built above the 100-year base flood were damaged. The Okaloosa County Emergency Management Department considers the flooding associated with Hurricane Georges to be some of the most severe flooding ever recorded in Okaloosa County. In September of 2020, more than 20 inches of rain was dumped in some areas by Hurricane Sally. This caused significant flooding and caused FDOT to close the Highway 90 bridge over the Shoal River. Throughout that event, many of the other area bridges were closed, including Interstate 10.

EXTENT:

The City of Crestview is susceptible to localized flooding in the areas surrounding the small streams, lakes, and rivers found within the municipality, and would likely be attributed to heavy rains associated with a hurricane, tropical storm, or severe storm. Due to the City of Crestview's location between the Yellow River to the west and the Shoal River to the east, it is vulnerable to severe flooding.

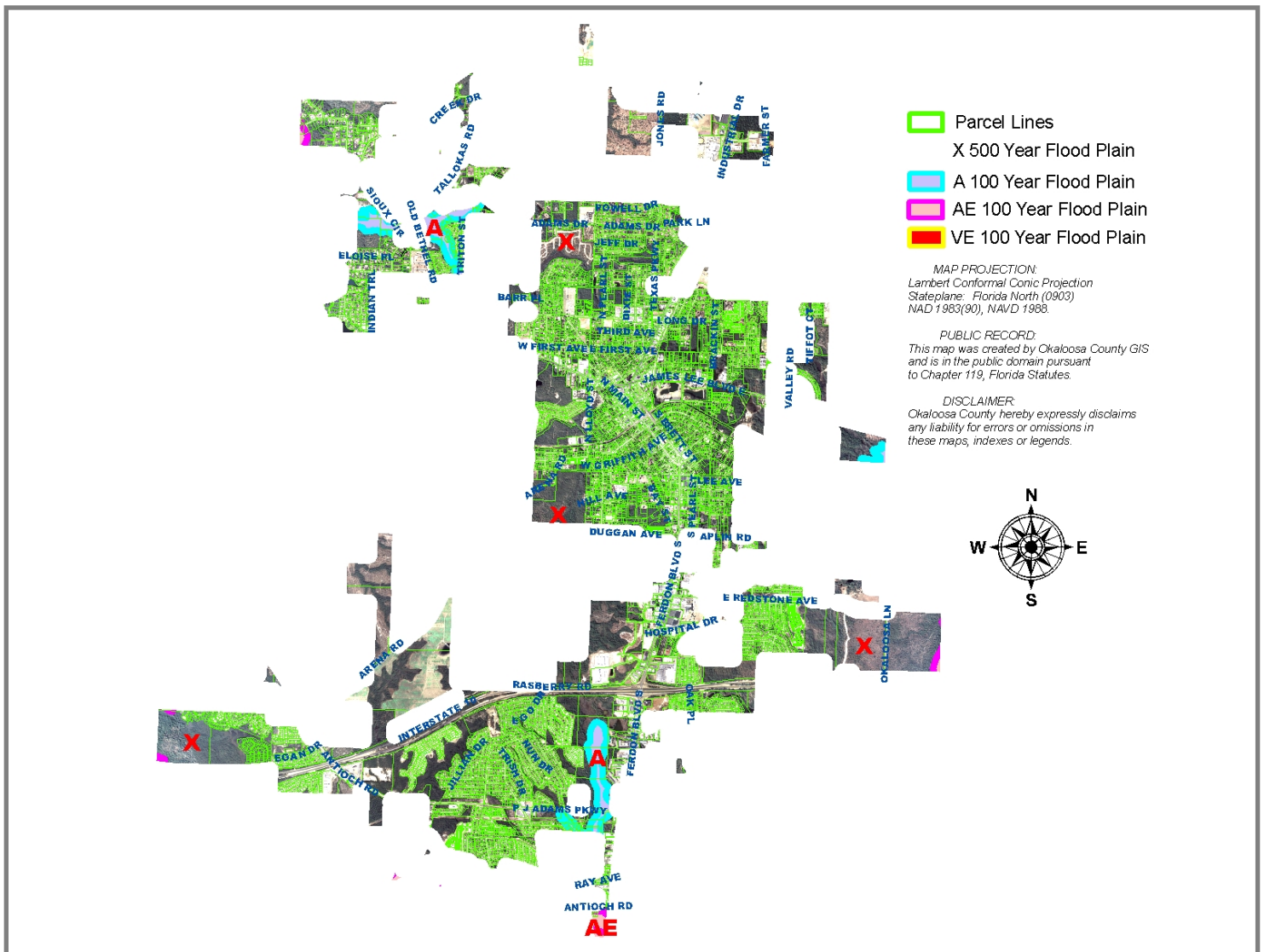
In the worst-case scenario of flooding in the City of Crestview, roadways would have several inches of water over them, road-closures would impede travel and shipments through the area, and many homes, particularly along the Shoal River, would have significant flood damage.

As evident in the flood map below, the majority of the city is located in flood zone X (500 year flood plain). There are parcels in the southern part of the city that are located in the in unnumbered A and AE flood zones, and are more prone to flooding than other areas (See Figure 5.01.01.03.1, below).



City of Crestview

Figure 5.01.01.03.1: The City of Crestview's Flood Zones



Source: FEMA Map Service Center, Dec 6 2002

There are approximately 20.66 miles of arterial and collector roads in the City of Crestview. Out of this total, 20.36 miles of these roads are located in the NFIP X Zone (500 Year Flood Zone) and .30 miles located in the NFIP Special Flood Hazard Zone.



City of Crestview

PROBABILITY:

The entire County, which includes the City of Crestview, has a future probability of a flash-flood or flood occurring annually and can be expected to occur frequently. However, due to the localized nature of flash-flooding and flooding, a more exact probability will not be provided. The City of Crestview can expect to have less than 1 major flood per year.

Section 5.01.01.04 Dam Safety

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURENCES:

Since 2001, there have been 2 out of 178 active permitted dams to fail in Okaloosa County (NFWMD, 2010). None of these failures occurred in Crestview, although one of the failures occurred just outside of the City of Crestview on Old Bethel Road. No homes were affected, or significant loss reported.

EXTENT:

The City of Crestview has 28 active permitted dams within its jurisdiction. There are other dams located just outside the City's jurisdictional boundary and may cause flooding within or spill over into the city, even though the dam is outside of the city limits. Most of these are small agricultural dams or retention ponds. In the worst-case scenario, if one of these dams failed, the area surrounding the dam could experience flooding and agricultural losses, and may cause residential flooding or highway flooding.

PROBABILITY:

Due to the rarity of dam failure in Okaloosa County, and no record of occurrence in the City of Crestview, the future probability of dam failure resulting in flooding is less than 1 per year.

Section 5.01.01.05 Land Erosion

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

All of Okaloosa County is equally susceptible to land erosion in some localized areas; this includes the City of Crestview. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard.

EXTENT:

Sheet erosion, if left unchecked, can damage drainage ditches, fill storm water retention ponds with sediment, and cause erosion into property, including structures. Most erosion of this nature occurs along unpaved roadways in hilly areas. In this instance, the result is the deposition and buildup of soils/sands on the roadways and in the drainage systems.

In the worst-case scenario, soil erosion will cause land to be unusable for other purposes because of the degraded soil quality, structure, stability, and texture. Erosion along stream and



City of Crestview

ditch banks will cause loss property, undermining of structures (bridges, etc.), and washing out of lanes, roads, and fence rows.

PROBABILITY:

Based on the existence of potentially highly erodible soils and erodible soils there is a possibility of land erosion in Crestview. The future probability of soil erosion cannot be given because no occurrence of land erosion has been documented in the City of Crestview.

Section 5.01.01.06 Severe Storms

The Severe Storms segment of the LMS Hazards Assessment includes tornado, thunderstorms and lightning, winter storms, and heat waves and drought (hurricanes are excluded from this section because they are covered in another section of this chapter).

Section 5.01.01.06.01 Tornado

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

On October 4, 1995, an F2 tornado touched down near Interstate 10 east of the City of Crestview. The tornado destroyed two homes and a church and severely damaged the late Bob Sikes Homestead and the Crestview High School's gymnasium. One home was completely destroyed, killing an elderly female who was living there. The other home had the roof taken off and most of the insides of the home were destroyed. Three people were injured in the home. The tornado was on the ground for almost two miles.

On October 27, 1995, an F0 tornado briefly touched down near Duke Field which is on Highway 85 between the City of Crestview and the City of Niceville but resulted in no damage. On December 2, 2009, a tornado developed 3 miles southeast of the City of Crestview and developed during a line of thunderstorms that were passing through (NCDC, 2010). The total damage as a result of all these tornadoes was \$300,000. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard.

EXTENT:

The damage potential for a tornado increases as a function of population density. As the number of structures and people increase, the potential damage/injury rate increases. Manufactured housing, poorly constructed or substandard housing and apartment complexes

are especially susceptible to damage from a tornado. The worst possible scenario in terms of tornado damage would be if an F-5 tornado hit the City of Crestview. It is very unlikely that an F-5 tornado would strike either Okaloosa County or the City of Crestview, but if one did there would be complete destruction of homes and businesses that were in the tornado's path. Trees and power lines would be snapped, building debris scattered about, and severe structural damage would be evident on any building left standing. The most common and active weather threat in Okaloosa County for the formation of tornadoes is severe thunderstorms associated with frontal boundaries. Frontal boundaries and summertime afternoon air mass thunderstorms



City of Crestview

can reach severe limits because of atmospheric uplift. High winds relating to gust fronts and “microbursts” can create high wind speeds up to 100 MPH.

PROBABILITY:

As stated previously, the tornado history of Okaloosa County is equally relevant to the City of Crestview. Therefore, the future tornado probability of Okaloosa County is the same for the City of Crestview. From 1958-2009 there have been a total of 94 reported tornadoes in Okaloosa County. Based on this data the probability of a future tornado occurrence in the City of Crestview is less than 2 tornadoes per year.

Section 5.01.01.06.02 Thunderstorms and Lightning

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

Between 1995 and 2009, there have been 16 different hail events in the City of Crestview. The total damage associated with these events was \$13,000. Between 1995 and 2009 there have been 14 accounts of damaging thunderstorm winds. These winds have mostly resulted in damage in the form of downed trees and power lines. There was one account recorded during January of 1999 in which a house sustained roof damage due to high winds. The total cumulative damage from all of these events was \$101,500. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard. *Note* the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into the specific areas of the county.

On September 4, 1996, a workshop in the City of Crestview was struck by lightning and the building was totally destroyed by fire. On June 20, 1997 two houses were struck by lightning and both of them caught on fire but were put out with minimal damage to the homes. On July 1998, lightning struck a water tower and blew a hole in it. Lightning also hit a home in the same area and started a fire, but it was quickly put out. On January 2, 1999 lightning struck the communications system for Okaloosa County in the City of Crestview and knocked the 911 system off the air for several hours. On June 15, 2000 lightning hit a tree outside of a house.

The strike ran along the trees root system into a house, knocked two brick walls down, shattered a glass patio door, and knocked cabinets off a kitchen wall. It also started a small fire that was quickly extinguished. On August 18, 2001 lightning hit a tree near a house. The lightning ran through the branches of the tree and started a fire in the roof and attic of the house. The home suffered major damage before the fire could be put out. On June 5, 2003 lightning struck a home near the City of Crestview. The fire was quickly extinguished after the fire department arrived. On July 15, 2004 lightning struck a garage in the City of Crestview which started a fire in the garage and the two vehicles parked in it were destroyed. On April 1, 2005 lightning struck a home in the City of Crestview area. The strike started a fire and severely damaged the home, but no one was home at the time of the strike. On August 4, 2006 lightning struck several houses around the City of Crestview. No major damage was reported and no one was injured. The total damage as a result of all of these lightning events was \$244,000. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this



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hazard. *Note* the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into the specific areas of the county.

EXTENT:

Thunderstorm damage can include traffic accidents on wet roads, flash-flooding, lightning damage to electronics and structures, lightning strikes on people, and wind and hail damage. Aside from being able to produce tornadoes, thunderstorms can produce damaging high winds. Cold upper level air descending from the top of a thunderstorm to the ground usually causes these winds. In a worst-case scenario, if the upper level air speed of descent is rapid, these cold “microbursts” can fan out as they come in contact with the ground at a high rate of speed. This is sometimes referred to as “straight line winds.” These winds can cause significant property damage, injuries, and deaths similar to a F0 to F2 tornado or Category 1 or 2 hurricanes.

PROBABILITY:

Based on historical data (See Risk Assessment of overall County of this hazard’s historical occurrences), the City of Crestview has a future probability of experiencing less than 5 severe thunderstorms per year. Also based on historical data (See Risk Assessment of overall County for this hazard’s historical occurrences), the City of Crestview is likely to experience 4 to 16 flashes of lightning per square kilometer per year.

Section 5.01.01.06.03 Winter Storms

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

From 2005-2009 the City of Crestview had a total of 160 days where the temperature was below freezing (Weather Underground, Inc., 2010). The City of Crestview’s larger amount of freezing days may be attributed to its elevated location, which creates a greater exposure to the cold. Table 5.01.06.03.1, below, depicts the historical winter minimum average temperatures for the City of Crestview.

Table 5.01.01.06.03.1: Monthly Mean Temperature Minimums in degrees Fahrenheit, 1971-2009

	Nov	Dec	Jan	Feb	Mar
Crestview FAA Airport, FL	38.3°	33.9°	29.6°	33.8°	40.2°

Source: Southeast Regional Climate Center, 2010

Snow is considered a very rare event and generally melts off quickly. No historical, scientific data was found regarding snowfall in the City of Crestview. But, in February 2010 there were local reports of snow flurries in the northern portion of the County and around the City of



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Crestview. No official snowfall amount was recorded, as the snow flurries did not accumulate on the ground.

EXTENT:

The worst case scenario in terms of winter storms in the City of Crestview would be if freezing or below freezing temperatures lasted for a week or more, and if the storm responsible for such freezing temperatures knocked down power lines resulting in power loss, and the inability of residents to heat their homes. A freeze's greatest risk is generally unprotected or under-protected water pipes in homes, businesses and infrastructure. Outdoor irrigation systems and plumbing in homes where insulation is inadequate in walls or in off-grade homes where plumbing is exposed are most vulnerable. Unmitigated older structures and manufactured housing are probably the most vulnerable structures.

An icing, glaze, or sleet incident in the City of Crestview and the surrounding area would likely result in severe traffic problems and safety concerns throughout the community and its roadways, including Highway 85 and I-10. With no means of salting roadways or removing ice, emergency response would be severely slowed in iced areas. Electrical service would likely be interrupted or totally absent in many areas due to power line glazing and tree branches falling. Mitigation efforts would more likely focus on sheltering and ability to receive outside mutual aid assistance, rather than on equipment and ice buildup prevention due to the infrequency and inconsistency of such events.

PROBABILITY:

Based on the best available data of total below freezing days, the future probability of freezing temperature days in the City of Crestview is estimated to be 100 days over a 5-year time period. Annually, the City of Crestview can expect to have 8 days of freezing temperatures (NCDC). Because a snow event in the City of Crestview is so rare, a single snow "event" over five or ten years is probably the average.

Section 5.01.01.07 Heat Wave and Drought

Heat Wave

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of heat wave.

HISTORICAL OCCURRENCE:

The City of Crestview experienced three heat waves from 2005-2009 with high temperatures ranging from 91°F-102°F and average humidity ranging from 58-84 (Weather Underground, Inc., 2010).



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Table 5.01.01.06.03.1: Monthly Mean Temperature Minimums in degrees Fahrenheit, 1971-2009

	May	Jun	Jul	Aug
Crestview FAA Airport, FL	89.8°	95.6°	97°	96.9°

Source: Southeast Regional Climate Center, 2010

EXTENT:

The worst-case scenario in terms of a heat wave would be if excessive heat and humidity lasted for a week or more. Dangerous conditions are present when both heat and high humidity combine to make outside temperatures feel in the 103-124° F range. External danger warnings are issued when high temperatures and humidity combine to make outside temperatures feel in the 126-137° F range. Heat disorders may develop in people who work outside for long periods of time, such as construction workers. To combat the dangerous effects of excessive heat residents should dress appropriately, stay indoors, refrain from strenuous work during the hottest part of the day, and stay hydrated.

Electrical system failures due to demand is a true possibility during excessive heat conditions. Individuals without adequate cooling systems in their homes, with emphasis on low income and the elderly, are especially at risk of developing heat disorders. Electrical system failures due to demand would only enhance problems for all of these industries and populations (NOAA Watch: Heat Wave).

PROBABILITY:

Based on the data above, it is predicted that the future probability of a heat wave occurring in the City of Crestview is on average three times during a 5-year period.

Drought

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of drought and the categories of drought according the U.S. Drought Monitor.

HISTORICAL OCCURRENCE:

Okaloosa County and Crestview are equally susceptible to droughts as they tend to affect a large geographic area. Therefore, the drought record of Okaloosa County is relevant to the City

of Crestview. Please refer back to the Risk Assessment of the overall county for the historical occurrences of drought because Crestview is equally susceptible to this hazard.

EXTENT:

The worst-case scenario in terms of drought would be if an exceptional drought (D4) lasted for months or years in Okaloosa County and the City of Crestview (See the Risk Assessment of the



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overall County for drought category descriptions). An exceptional drought would cause shortages of water in reservoirs, streams, and wells. Bay swamps and bodies of water would see a drastic decline in natural water levels and water shortages in reservoirs and wells would create water emergencies. Precipitation levels would be -2.0 inches or less. Also, the risk of wildfire increases as drought deepens (U.S. Drought Monitor, 2010).

PROBABILITY:

The abnormally dry drought intensity is the condition of dryness before and after a period of actual drought. From 2000-2009, there were a total of 49 out of 120 months where Okaloosa County was abnormally dry. Based on this data, the City of Crestview has a future probability of experiencing less than 5 abnormally dry months every year. Also, from 2000-2009, there were a total of 51 out of 120 months where moderate, severe, extreme, or exceptional drought occurred in Okaloosa County. These drought intensities are the varying severity of actual droughts. The future probability of a moderate to severe drought occurring in the City of Crestview is on average 5 months per year.

Section 5.01.01.08 Wildfire

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

The City of Crestview is vulnerable to wildfire. The majority of the acreage located within the municipality is urban or residential, but vast acres of open forest lands surround the City of Crestview, and these lands consists of natural vegetation historically related to the Longleaf Pine or upland Southeastern forests. The wildfire record of Okaloosa County is relevant to the City of Crestview. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard.

EXTENT:

Based on the Wildland Fire Risk Assessment of Okaloosa County, the worst-case scenario would be if the areas with the greatest Level of Concern (LOC) experienced a massive wildfire. These areas have a greater likelihood of danger and destruction due to their inadequate infrastructure, inaccessibility to critical facilities or firefighting resource locations, and connection to the wildland-urban interface. *Note* According to the Florida Department of Forestry, wildland urban interface is defined as "the zone where structures and other human development intermingles with undeveloped wildland fuels and other natural features." Fires could come into subdivisions and neighborhoods in urban and suburban areas, which could be a potentially catastrophic situation. Smoke and ash from dangerous wildfires could decrease visibility on highways and local roads.

PROBABILITY:

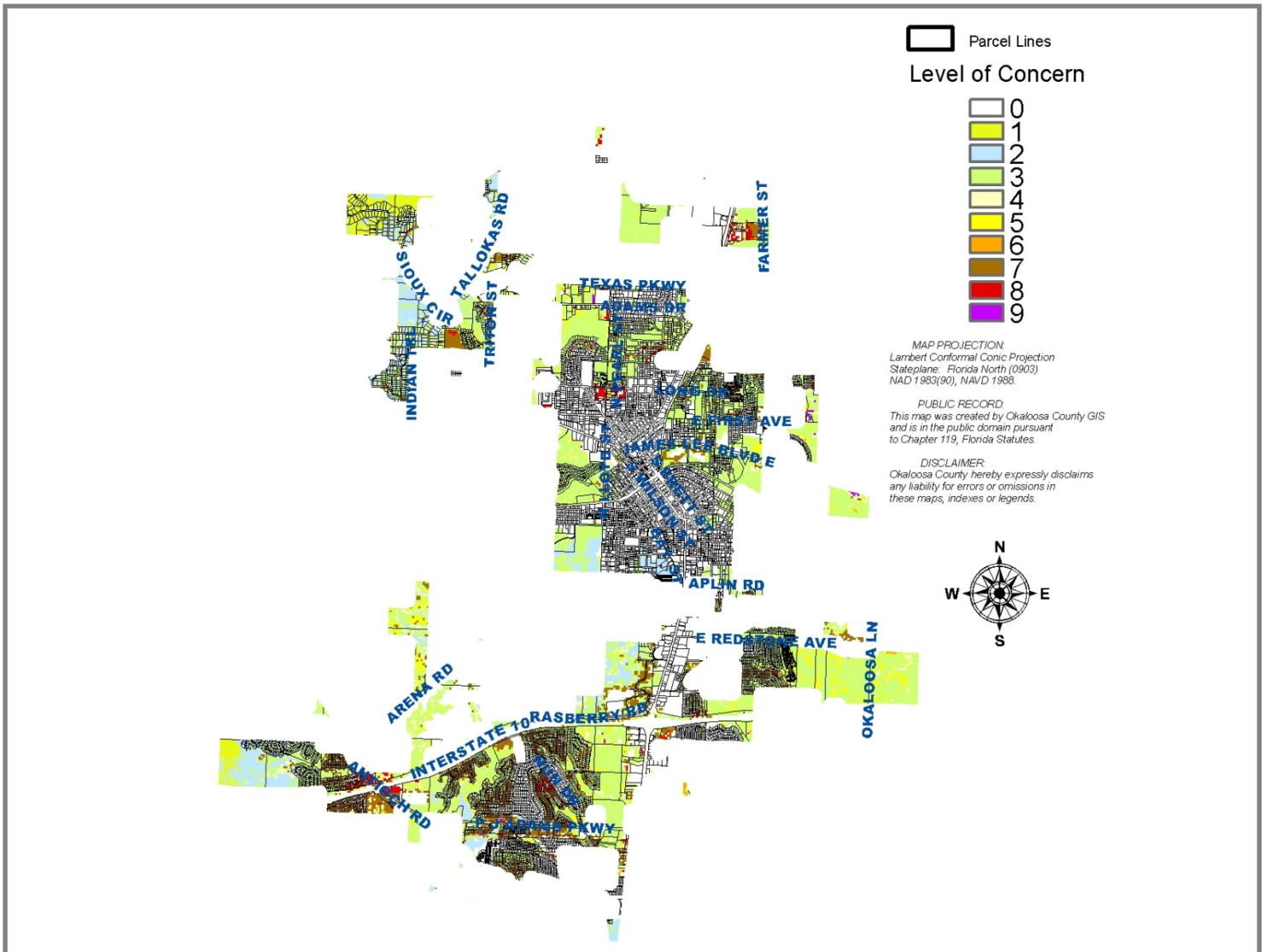
The Wildland Fire Risk Assessment System map from the Florida Division of Forestry displays the wildfire levels of concern for the City of Crestview. According to the map, most of the incorporated City is classified with "lower" levels of concern (2010). However, there are small parcels that have a high level of concern, as indicated in red. The figure below displays the levels of wildfire concern for the entire City of Crestview. It appears that the City of Crestview's



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future probability of wildfire occurrence is low, although there are certain areas to be more concerned about. See Figure 5.01.01.08.1, below.

Figure 5.01.01.08.1: Wildfire Levels of Concern for the City of Crestview



Source: Florida Division of Forestry, 2010

Section 5.01.01.09 Other Hazards

The hazards listed below have been analyzed and determined that the impact would be minimal or non-existent in the City of Crestview.



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Section 5.01.01.09.01 Sinkholes

The map and description prepared by the United States Geologic Survey (USGS) in its "Sinkhole, Type, Development and Distribution in Florida" (1985) indicates that Okaloosa County in its entirety is located in an area where sinkholes seldom, if ever, occur. The Florida Geologic Survey's statewide sinkhole database indicates no sinkholes in the County. Since there is no history of this hazard in the County, no further analysis or risk assessment will be conducted for this plan. However, should conditions change and geological features be changed, any new occurrence information in ongoing updates.

The future probability of a sinkhole occurring in the City of Crestview is less than 1% based upon no documented sinkholes in the county and the soil strata is non-conductive to the formation of sinkholes.

Section 5.01.01.09.02 Expansive Soils

According to the *Soil Survey of Okaloosa County Florida* (USDA, June 1995), two types of soils are considered vulnerable to expansion. These are known as shrinking and swelling or "expansive soils." Another way of describing expansive soils is the change of volume of a soil with a change of moisture content. All of the soils listed in the expansive class are also considered erodible soils. Okaloosa County may be susceptible to expansive soils in some localized areas. There have been no previous occurrences recorded of expansive soils in the County. The following table lists soils having moderate to high shrink swell potential in Okaloosa County. Only those soils with an associated risk of "High" are listed:

Table 5.01.01.09.02.1: Shrink/ swell potential of soils in Okaloosa County.

Soil Type	ME Soils*	HE Soils**	Total Acreage	% Total Land Area
#35-Angie (2 to 5 percent slopes)		X	1,073.26	.16
#49-Angie (5 to 12 percent slopes)		X	10,280.79	1.61
#20-Udorthents (nearly level)	X		655.31	.11
Total	.11	1.77	12,009.36	1.88

* Moderate Erodible Soils

**Highly Erodible Soils

Note: Expansive soils and erodible soils are classified as the same. Source: Soil Survey of Okaloosa County, Florida; June 1995.

Expansive soils can lessen the strength of building foundations, which could result in structural collapse or instability. In addition, these soils have limitations for use as local roads and streets because of lack of strength to support roadways and traffic. There is a possibility of shrink/swell potential or soil expansion based on the existence of moderately erodible soils and highly erodible soils in Okaloosa County. Although the specific amount of these soils in the county is



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known, the future probability of this occurring in the City of Crestview is minimal because this issue is addressed during the time of construction and there are no previous records of occurrence.

Section 5.01.01.09.03 Earthquake

According to the U.S. Geological Survey Earthquake Probability maps, the City of Crestview has between a 0.005 and 0.010% chance of experiencing a 5.0 magnitude earthquake within 100 years. This is considered a very minimal risk. Also, since there is no history of earthquakes in Okaloosa County, no further analysis or risk assessment will be conducted for this plan. The future probability of an earthquake occurring in the City of Crestview is less than 1 in 100 years.

Section 5.01.01.09.04 Avalanche

The City of Crestview does not have topography nor snowfall amounts that would create conditions for an avalanche. Since there is no history of this hazard in the county, no further analysis or risk assessment will be conducted for this plan. The future probability of an avalanche occurring in the City of Crestview is less than 1 in 100 years.

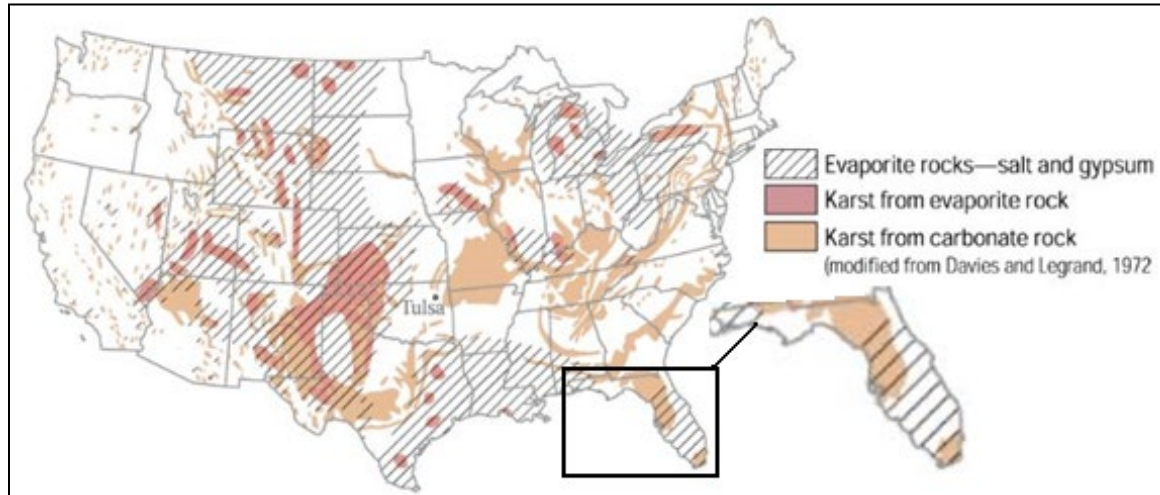
Section 5.01.01.09.05 Land Subsidence

According to the U.S. Geological Survey, "land subsidence occurs when large amounts of ground water have been withdrawn from certain types of rocks, such as fine-grained sediments. The rock compacts because the water is partly responsible for holding the ground up. When the water is withdrawn, the rock falls in on itself. Land subsidence is most often caused by human activities, mainly from the removal of subsurface water" (U.S. Geological Survey). The City of Crestview has a minimal amount of the most common rock types that are connected to land subsidence (Figure 5.01.01.09.05.1). Since there is no history of this hazard in Okaloosa County, no further analysis or risk assessment will be conducted for this plan. The future probability of land subsidence occurring in the City of Crestview is less than 1 in 100 years.



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Figure 5.01.01.09.05.1: Rock types connected to collapse (subsurface cavities/sinkholes) in the U.S.



Source: U.S. Geological Survey

Section 5.01.01.09.06 Landslide

According to U.S. Geological Survey Map of Relative Incidence and Susceptibility Map, Crestview has a very low landslide incidence with less than 1.5% area susceptible to a landslide (USGS). Landslides are therefore considered to be a minimal risk and no further analysis or risk assessment will be conducted for this plan. The future probability of a landslide occurring in the City of Crestview is less than 1 in 100 years.

Section 5.01.01.09.07 Volcano

There are no geological features in or near Okaloosa County, the City of Crestview, or the Southeast related to volcanism. Since there is no history of this hazard in Crestview, no further analysis or risk assessment will be conducted for this plan. The future probability of a volcanic eruption occurring in the City of Crestview is less than 1 in 100 years.

Section 5.01.01.09.08 Tsunami

According to the U.S. Geological Survey, the City of Crestview is not located in an area that has historically been subjected to tsunamis. Since there is no history of this hazard in the City of Crestview, minimum analysis and risk assessment will be conducted. There is no record of a tsunami occurring in the City of Crestview, as it is not a coastal county. Therefore, the future probability has been determined to be less than 1 in 100 years.



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Section 5.01.01.10 Summary

The risk assessment section of this LMS document highlighted the hazards that the City of Crestview is exposed to. This provides the foundation for the subsequent section covering how vulnerable the City of Crestview is to these identified hazards. The facilities, infrastructure, and neighborhoods in the City of Crestview need to be assessed for their vulnerability to disasters.



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Section 5.01.02 Vulnerabilities

Section 5.01.02.01 Introduction

The intent of this section is to provide a vulnerability assessment for the potential damage and estimated loss to building structures in the City of Crestview.

This section includes a brief summary description of the City of Crestview, as well as its vulnerability to the identified hazards and the impact of each hazard. It also describes the vulnerability in terms of the types and numbers of repetitive loss properties within the City of Crestview. Additionally, the section describes vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the City of Crestview.

The main intent of this section is to provide an estimate of potential dollar losses to vulnerable structures and a description of the methodology used to complete the estimate. Lastly, this section describes vulnerability in terms of providing a general description of land uses and development trends within the City of Crestview so that mitigation options can be considered in future land use decisions.

Section 5.01.02.02 Methodology

The Okaloosa County Staff used the same methods, of quantifying the estimated dollar losses to the vulnerable structures potentially impacted by each hazard, for the City of Crestview as the overall County. Therefore, please refer to Okaloosa County's Overall Vulnerabilities, Section 4.02.02, for more information.

Section 5.01.02.03 Summary Description of the City of Crestview

The City of Crestview is an incorporated city located in the northern portion of Okaloosa County. The City is home to 26,178 people according a 2020 Official Population Estimate as prepared by the University of Florida, Bureau of Economic & Business Research, which makes it the largest municipality in Okaloosa County by population. The City of Crestview is the most rapidly growing city in Okaloosa County and has been for several years. Most of the existing commercial development is located north of I-10 and concentrated along the corridor of U.S. Highway 85. The majority of the residential subdivisions are located both northeast and northwest of I-10 and U.S. Highway 85. In 2004, 68 applicants have sought building permits for residential subdivisions in the Crestview area alone. By 2019 that number has grown to 115 and for 2020 there were 145. It is reasonable to expect that the City of Crestview and the surrounding area will continue to grow as the population of Eglin Air Force Base expands.

Section 5.01.02.04 Vulnerable Populations

Hazards do not affect the entire population the same. Therefore, special attention needs to be given to the more vulnerable populations. Please refer back to the overall County's Vulnerability for further explanation on these vulnerable populations. The table below displays the City of Crestview's vulnerable populations.



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Table 5.01.02.04.1: Estimated Vulnerable Populations in the City of Crestview, 2010

Population	2010 Census Percent Population	2014 Estimate
Elderly	14.5%	3256
Language Isolation	.3%	45
Disabled	48.6%	9845
Single Parent	19.5%	1102
Poverty	13.5%	2561
Minority	18.6%	4031

Source: 2010 Census; U.S. Census Population Division

Section 5.01.02.05 Repetitive Loss Properties

According to FEMA, a *repetitive loss structure* is “an NFIP-insured structure that has had at least two paid flood losses of more than \$1,000 each in any 10-year period since 1978” (FEMA, 2010). The hazards of hurricanes, tropical storms, storm surge, flooding, and thunderstorms are responsible for repetitive loss properties. Historically, these properties are more vulnerable to certain hazards than other structures in the County because they have already experienced significant flood damage. As of 2015 the City of Crestview does not have any current repetitive loss properties; however, the LMS Committee will update this if this changes in the future.

Section 5.01.02.06 Hurricane and Tropical Storm

The City of Crestview is vulnerable to the damaging effects of tropical storms and hurricanes, even though it is located in the northern portion of the county and about 35 miles away from the coast. The City of Crestview would experience destruction in terms of wind damage and pockets of flooding due to the heavy rains. All structures within the City of Crestview’s jurisdiction are susceptible to damage in the form of flooding due to heavy rains and strong storm surge. High winds can damage structures by removing roofs and siding, and create flying debris out of sources which are not anchored. The City of Crestview does not have designated evacuation zones for the different categories of hurricanes. This is due to their more northerly location away from the coastal areas by the Gulf of Mexico, which is where the storms typically make landfall. Historically, storms generate their power over bodies of water and lose their strength as they make landfall. Therefore, as the storm travels further north in the County, the communities are not impacted as severely as the coastal areas. The specific impacts of hurricanes and tropical storms on the City of Crestview are unable to be provided due to a lack of conducted studies.

**City of Crestview****Section 5.01.02.07 Flooding**

Our definition of flooding only considers flooding that is a result of rainfall, which includes tropical rains during a hurricane. The City of Crestview is vulnerable to flooding and susceptible to damage from this hazard. Localized roadway flooding from heavy rains is the most commonly observed type of flooding in the City of Crestview. During a hurricane, tropical storm or severe storm heavy rain might cause some homes to flood particularly in low lying areas or those with poor drainage systems. In the City of Crestview, there are 9 structures located in the AE flood zone and 4 structures in the A flood zone. The cumulative 'just value' of the structures in the AE and A flood zones is \$1,711,146. The following table depicts the amount of structures located in flood zones.

Table 5.01.02.07.1: Structures Located in Flood Zones in the City of Crestview

	AE Flood Zone	Just Value	A Flood Zone	Just Value
Single Family	9	\$1,485,823	4	\$225,323

Source: Okaloosa County Department of Growth Management, 2010

Section 5.01.02.08 Dam Safety

The City of Crestview has 28 active permitted dams within its jurisdiction. There are other dams located just outside the City's jurisdictional boundary, and may cause flooding within or spill-over into the city, even though the dam is outside of the city limits. Most of these are small agricultural dams or retention ponds. The specific impacts of dam failure in Okaloosa County is unavailable because there have been no studies conducted on the impact that dam failure would have on the potentially affected areas. Only broad general impacts can be given, which provide an indication of what impacts are expected with dam failure. If one of these dams failed, the area surrounding the dam has the potential to experience flooding and agricultural losses, and may cause residential or highway flooding.

Section 5.01.02.09 Land Erosion

The City of Crestview is vulnerable to land erosion in some localized areas, and some structures are susceptible to damage from this hazard. The soil types and topography that leads to land erosion can be found in various parts of the City of Crestview. The areas that are most susceptible to land erosion are those with steep slopes and which have highly erodible soil types. Land erosion in the City of is generally caused by disturbed soils from construction activities and usually isolated to an area less than 1 acre in size.

Section 5.01.02.10 Severe Storms

In the tables below, the estimated cost of damage to residential and non-residential structures in the event of a severe storm is provided. The numbers and estimated value represents the total number of structures in the City of Crestview. Although it is highly unlikely that all structures will

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be impacted during a singular severe storm event, all structures are equally vulnerable to severe storms and so it was deemed appropriate to list all structures in the City of Crestview.

Table 5.01.02.10.1: Residential Structures Vulnerable to Severe Storms in the City of Crestview

Total:	SFR-Townhouse	Single-Family	Multi-Family
	658	4,104	117
Just Value	\$54,554,868	\$538,409,243	\$53,296,853

Source: Okaloosa County Department of Growth Management, 2010

Table 5.01.02.10.2: Other Structures Vulnerable to Severe Storms in the City of Crestview

Total:	Commercial	Government/Institutional
	451	56
Just Value	\$215,295,972	\$100,349,865

Source: Okaloosa County Department of Growth Management, 2010

Since severe storms includes tornadoes, thunderstorms and lightning, and winter storms, the values listed in the tables above apply to all those special hazards.

Section 5.01.02.10.01 Tornado

The City of Crestview is vulnerable to tornadoes, and all structures within its jurisdiction are susceptible to the impacts of this hazard due to their unpredictable nature.

The areas within the City of Crestview that are most vulnerable to tornado damage are those with a high density or large population because the damage rate increases as a function of population density. The types of structures most vulnerable to tornado damage within the City of Crestview are poorly constructed housing, apartment complexes, and condominiums because of their size and densities. According to the Mapping for Emergency Management, Parallel Hazard Information System (MEMPHIS) study in 2005, nearly all of Okaloosa County, including the City of Crestview, has a medium risk, 1 in 250 per year, of a tornado event occurring.

Section 5.01.02.10.02 Thunderstorms and Lightning

The City of Crestview is vulnerable to thunderstorms and lightning, and all structures within its jurisdictions are susceptible to the damaging effects of wind, hail, and lightning associated with severe thunderstorms. Thunderstorm damage can include traffic accidents on wet roads, flash-



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flooding, lightning damage to electronics and structures, lightning strikes on people, and wind and hail damage to structures. According to the Mapping for Emergency Management, Parallel Hazard Information System (MEMPHIS) study in 2005, all of Okaloosa County, including the City of Crestview, has the threat of a thunderstorm or lightning event occurring, in terms of causing economic damage or loss of over \$50, of 1 in 50 per year.

Section 5.01.02.10.03 Winter Storms

The City of Crestview is vulnerable to winter storms, and all structures within its jurisdiction are susceptible to the effects of freezing temperatures. The City of Crestview is vulnerable to snow, freezing rain, icing and glazing events but because these events are so rare, the City of Crestview is unlikely to suffer serious damage from this hazard. The specific impacts of winter storms in the City of Crestview are unavailable because there have been no studies conducted regarding these hazards' impacts in the County. Only broad general impacts of this hazard can be given, which provide an indication of what impacts are expected with winter storms. The homes in the City of Crestview that are most vulnerable to winter storms are those with unprotected or under-protected water pipes and homes in which plumbing and insulation is inadequate. Unmitigated older structures and manufactured housing are also very vulnerable.

Section 5.01.02.11 Heat Wave and Drought

The City of Crestview is vulnerable to heat waves and drought. The specific impacts of heat waves and drought in the City of Crestview are unavailable because there have been no studies conducted regarding these hazards' impacts in the County. In addition, the nature of these hazards tends to only affect the populations without adequate cooling systems in their homes, low income, elderly, children, and outside workers. Only broad general impacts of these hazards can be given, which provide an indication of what impacts are expected with heat wave and drought. Everyone living within the City of Crestview is susceptible to heat exhaustion. All households are susceptible to power outages due to increased electricity demand during periods of extreme heat. Electrical system failures due to demand would only enhance problems for the entire population, especially for the vulnerable populations. All water bodies and municipal water supplies are susceptible to declining water levels and water shortages due to drought.

Section 5.01.02.12 Wildfire

The City of Crestview is vulnerable to wildfire. The majority of the acreage located within the municipality is urban or residential, but vast acres of open forest lands surround the City of Crestview, and these lands consists of natural vegetation historically related to the Longleaf Pine or upland Southeastern forests. Although the City of Crestview is susceptible to wildfire, as previously mentioned in the City's Hazard Assessment, it appears that the future risk of wildfire is low. The areas and populations that are most vulnerable to the danger and destruction of wildfire are the ones with inadequate infrastructure, inaccessibility to critical facilities or firefighting resource locations, and located in the wildland-urban interface. The following tables depict the structures with 'medium (levels 4-6)' to 'high (levels 7-9)' wildfire level of concern. Levels 0-3 were determined to be of such minimal to low vulnerability to wildfire they were not included in this assessment.



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Table 5.01.02.12.1: Medium to High Wildfire Level of Concern for Residential Structures

Total:	SFR-Townhouse	Single-Family	Mobile Home	Multi-Family
Level 4	7	225	3	7
Just Value	\$651,700	\$35,856,259	\$430,749	\$13,830,698
Level 5	18	194	1	3
Just Value	\$1,587,348	\$30,895,302	\$286,783	\$6,941,452
Level 6	0	83	2	0
Just Value	\$0	\$14,237,174	\$328,659	\$0
Level 7	1	625	1	8
Just Value	\$98,316	\$90,317,399	\$286,783	\$10,084,252
Level 8	0	99	1	5
Just Value	\$0	\$14,278,776	\$286,783	\$6,186,265
Level 9	0	12	0	1
Just Value	\$0	\$1,595,215	\$0	\$4,954,204

Source: Florida Division of Forestry and Okaloosa County Property Appraiser, 2010 (Okaloosa County Staff generated table from overlaying the wildfire level of concern and property appraiser data)



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Table 5.01.02.12.2: Medium to High Wildfire Level of Concern for Other Structures

Total:	Commercial	Government/ Institutional
Level 4	22	11
Just Value	\$22,813,980	\$36,372,509
Level 5	13	8
Just Value	\$25,929,495	\$25,499,075
Level 6	3	4
Just Value	\$1,050,869	\$14,299,991
Level 7	35	15
Just Value	\$50,095,553	\$44,025,850
Level 8	5	6
Just Value	\$5,914,049	\$17,721,541
Level 9	1	0
Just Value	\$195,170	\$0

Source: Florida Division of Forestry and Okaloosa County Property Appraiser, 2010 (Okaloosa County Staff generated table from overlaying the wildfire level of concern and property appraiser data)

Section 5.01.02.13 Other Hazards

As previously stated in the Risk Assessment, the following hazards, sinkholes, expansive soils, earthquake, avalanche, land subsidence, volcano, and tsunami have been determined to be a minimal risk to the City of Crestview. Therefore, the City's vulnerability to these hazards has not been assessed. If any of the hazards become a greater risk in the City of Crestview, then the LMS Committee will update this section to reflect those changes.

Section 5.01.02.14 Summary

The vulnerability assessment section of this LMS document highlighted how vulnerable the City of Crestview is to the identified hazards from the Risk Assessment. It discussed the vulnerable populations, repetitive loss properties, and structure and infrastructure damages associated with these hazards.



City of Crestview

Section 5.01.03 Critical Facilities

The following is a list of all critical facilities found inside the City of Crestview' city limits. It is to be noted that some critical facilities belong to and are maintained by other jurisdictions.

Section 5.01.03.01 Fire Stations

Site Name	Address	X-COORD	Y-COORD
CRESTVIEW FIRE DEPARTMENT	2106 P J ADAMS PKWY CRESTVIEW FL 32536	1313718.375	628287.254
CRESTVIEW MAIN FD	203 W WOODRUFF AVE CRESTVIEW FL 32536	1317938.4	645060.2
CRESTVIEW FIRE STATION 3	585 BROOKEMEADE DRIVE	1321294.721	63641.001

Section 5.01.03.02 Law Enforcement

Site Name	Address	X-COORD	Y-COORD
CRESTVIEW PD	201 STILLWELL BLVD	1320845.377	650834.051
OKALOOSA CO CORRECTIONS	1200 JAMES LEE BLVD E CRESTVIEW FL 32539	1321957.199	646851.4
OKALOOSA CO SHERIFF NORTH	296 BRACKIN ST CRESTVIEW FL 32539	1321912.742	647795.831
OKALOOSA COUNTY 911	2110 P J ADAMS PKWY CRESTVIEW FL 32536	1313786.565	628264.013

Section 5.01.03.03 Government Centers

Site Name	Address	X-COORD	Y-COORD
COUNTY COURTHOUSE/PROPERTY APPRAISER	101 JAMES LEE BLVD E CRESTVIEW FL 32536	1317600.83	646431.499
CRESTVIEW CITY HALL	198 N WILSON ST CRESTVIEW FL 32536	1318002.984	645118.845
HEALTH DEPARTMENT	810 JAMES LEE BLVD E CRESTVIEW FL 32539	1320987.67	647049.33



City of Crestview

Section 5.01.03.04 Hospitals

Site Name	Address	X-COORD	Y-COORD
NORTH OKALOOSA MEDICAL CENTER	151 E REDSTONE AVE CRESTVIEW FL 32539	1320593	637168.25

Section 5.01.03.05 Adult Congregate Living Facilities

Site Name	Address	X-COORD	Y-COORD
SHOAL CREEK REHAB	500 HOSPITAL DR CRESTVIEW FL 32539	1321083.377	636256.705
CRESTVIEW MANOR	603 N PEARL ST CRESTVIEW FL 32536	1317985.4	646987.213
CRESTVIEW REHAB	1849 E FIRST AVE CRESTVIEW FL 32539	1323750.25	647646.249
SILVERCREST MANOR NURSING HOME	103 RUBY LN CRESTVIEW FL 32539	1319671.75	635144.499

Section 5.01.03.06 Public Works Facilities

Site Name	Address	X-COORD	Y-COORD
CRESTVIEW PUBLIC WORKS YARD	715 FERDON BLVD N CRESTVIEW FL 32539	1319632.6	649504.399
CRESTVIEW WWTP	5101 ARENA RD CRESTVIEW FL 32536	1310317.2	637722.799
OKALOOSA CO FLEET OPERATIONS	2798 GOODWIN AVE CRESTVIEW FL 32539	1320922	638754.6

**City of Crestview****Section 5.01.03.07 Hurricane Shelters (See Note)**

Site Name	Address	X-COORD	Y-COORD
ANTIOCH ELEM SCHOOL	4700 WHITEHURST LN CRESTVIEW FL 32536	1305431.608	629444.843
DAVIDSON MIDDLE SCHOOL	6261 OLD BETHEL RD CRESTVIEW FL 32536	1320741.773	658408.71
RIVERSIDE ELEMENTARY SCHOOL	3400 E REDSTONE AVE CRESTVIEW FL 32539	1328524.999	637580.024
SHOAL RIVER MIDDLE SCHOOL	3200 E REDSTONE AVE CRESTVIEW FL 32539	1326955.018	637700.527

NOTE: It is not the intention of this plan that all shelters be opened in any given event. Opening of particular shelters will depend on the anticipated demand. Generally, only 5-7% of the evacuating public seeks refuge in a public shelter. This number could rise substantially in a short-notice event. The term "shelter" does not imply a guarantee of any level of safety. No such guarantees can be made in any hurricane. These shelters are intended as a place for the public to take refuge as they escape areas that are expected to suffer from dangerous storm surge. We do not automatically open all emergency shelters during an evacuation. Several factors determine which shelters will be open. Listen to local radio stations for updates.

Section 5.02.03.08 Temporary Housing Sites for Disaster Victims (See Note)

Site Name	Address	X-COORD	Y-COORD
SPANISH TRAIL PARK	201 STILLWELL BLVD CRESTVIEW FL 32539	1320851.6	650915.6

NOTE: Some of the sites listed above may be dual-use. It is not the intention of this plan that all the listed facilities would be opened as temporary shelters in any given event. Temporary living shelters would be opened as needed in geographic regions of the county. If additional sites are needed due to damage of those above or a heavy demand, any surviving school may be pressed into service under the provisions of Chapter 252, F.S.S.

Section 5.01.03.09 Mobile Home Parks and RV Campgrounds

Site Name	Address	X-COORD	Y-COORD
BROOKMEADE MOBILE HOME	429 BROOKMEADE DR CRESTVIEW FL 32539	1321523.25	637931.5
CRESTVIEW MOBILE PARK	864 E CHESTNUT AVE CRESTVIEW FL 32539	1321360.2	644934.2
CRESTVIEW RV PARK	4050 FERDON BLVD S CRESTVIEW FL 32536	1317270	631316.999
LONG DRIVE MOBILE HOME PARK	537 LONG DR LOT 1 CRESTVIEW FL 32539	1320721.2	649442.399

(All such sites are considered to be in a hurricane evacuation area due to their poor wind resistance. Damage Assessment Teams should attempt to visit these areas since damage is likely to be high in a major hurricane)



City of Crestview

Section 5.01.04 Mitigation Actions

The following are a list of mitigation actions preformed by the City of Crestview through its Comprehensive Plan, Land Development Regulations, and other relative codes and policies to mitigate against each specific hazard. Also listed are the status of each action and which department is responsible for implementing the action.

Section 5.01.04.01 Hurricane and Tropical Storm

1. Support efforts to shutter critical facilities. (Responsible party: Maintenance) *Status: Up To Date*
2. Ensure the public is informed of pending conditions. (Responsible party: Police and Fire) *Status: As Needed*
3. Enforce Florida Building Codes for new structures. (Florida Building Codes) *Status: Ongoing*
4. Ensure adequate equipment exists to remove debris, clear roads, perform search and rescue functions, and otherwise respond and recover from hurricane impacts. (Responsible party: Public Services) *Status: Up to Date*
5. Ensure communications are wind and electrical-failure resistant to allow for 24/7 communications during the first 72 hours following a disaster. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Up to Date*
6. Ensure adequate and safe public risk shelters are available in all location in the County to prevent homelessness, including adequate dining facilities and to maintain sanitary conditions. (Responsible party: Okaloosa County Public Safety, private businesses)
7. Promote and support funding that allows for buildings to remain functional before, during and after a hurricane or tropical storm event in order to support the function of Okaloosa County Emergency Management's mandates. *Status: Ongoing*
8. Promote public awareness of hurricane and tropical storm hazards. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Ongoing*
9. Promote ways that private structure owners and landowners can mitigate using governmental or private sector investment. (Responsible party: Growth Management) *Status: Ongoing*
10. Ensure communications systems are capable to communicate during and following hurricanes/tropical storms. Also, to include the ability to erect temporary repeaters to restore communications. (Responsible party: Okaloosa County Public Safety) *Status: Up to Date*
11. Ensure internet systems are redundant to ensure continued availability of disaster management software throughout the county. (Responsible party: Okaloosa County Public Safety; private businesses) *Status: Up to Date*
12. Support activities that educate the public about the dangers of hurricanes/tropical storms. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety, Police, Fire, and Planning and Zoning) *Status: Ongoing*



City of Crestview

13. Ensure roads are designed and engineered for the amount of wind, flooding and debris that can be expected from a hurricane or tropical storm event. (Responsible party: Public Services) *Status: Ongoing*

Section 5.01.04.02 Flooding

1. Ensure all future buildings are constructed to the Florida Building Code. (Land Development Code) *Status: Ongoing; for NFIP Compliance*
2. Ensure all future buildings are built with a minimum finished floor height of 1' above the established Base Flood Elevation on the Flood Insurance Rate Maps for those buildings located within the AE Flood Zones. (Land Development Code) *Status: Ongoing; for NFIP Compliance*
3. Ensure road are built and engineered for the amount of flooding that can be expected. (Land Development Code) *Status: Ongoing; for NFIP Compliance*
4. Promote the continued purchase of lands that are at high risk of flooding, with proper considerations of private property rights and constitutional requirements for just compensation, as appropriate. (FEMA) *Status: As Needed; for NFIP Compliance*
5. Provide opportunities for property owners to elevate existing structures, move them to higher ground, or to have properties purchased by local governments in order to reduce overall community vulnerability to flooding. (Land Development Code, FEMA) *Status: As Needed; for NFIP Compliance*
6. Ensure that all public buildings that serve first response and critical emergency/public needs, including recording/data collection and communication centers/infrastructure, are located outside of flood zones or flood prone areas. (FEMA) *Status: Up to Date; for NFIP Compliance*
7. Ensure communications systems are capable to communicate during and following flood events. (Responsible party: Police and Fire) *Status: Up to Date; for NFIP Compliance*
8. Maintain status as a NFIP community by enforcing both the NFIP requirements and additional criteria that exceeds the NFIP. (Land Development Code, FEMA) *Status: Ongoing*
9. Support activities that educate the public about the dangers of flooding. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Police and Fire) *Status: Ongoing; for NFIP Compliance*
10. Ensure the public is informed of pending conditions. (Responsible party: Public Safety) *Status: As Needed; for NFIP Compliance*

Section 5.01.04.03 Dam Safety

1. Support efforts that document hazards and risks associated with structural and earthen dams and upkeep. (Responsible party: NWFLWMD) *Status: Ongoing*
2. Support efforts that create partnerships with property owners that promote the overall goal of communitywide and stream valley safety. (Responsible party: NWFLWMD) *Status: Ongoing*
3. Support efforts to produce hazard zone maps that depict flooding that could result from dam failure. (GIS) *Status: Ongoing*



City of Crestview

Section 5.01.04.04 Severe Storms

1. Ensure the public is informed of pending conditions. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: As Needed*
2. Ensure communications systems are capable to communicate during and following severe storms. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Up to Date*
3. Support activities that educate the public about the dangers of severe storms. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Ongoing*

Section 5.01.04.04.01 Tornado

1. Ensure communications systems are capable to communicate during and following tornados. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Up to Date*
2. Support activities that educate the public about the dangers of tornados and waterspouts. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Ongoing*
3. Ensure the public is informed of pending conditions. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: As Needed*

Section 5.01.04.04.02 Thunderstorms and Lightning

1. Ensure communications systems are capable to communicate during and following thunderstorms and lightning. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Up to Date*
2. Support activities that educate the public about the dangers of thunderstorms and lightning. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Ongoing*
3. Support activities to reduce the risk of loss of electronic equipment and structures due to lightning strike and electrical surge. (All City Departments in City of Crestview) *Status: Ongoing*
4. Ensure the public is informed of pending conditions. (Responsible party: Okaloosa County Public Safety) *Status: As Needed*



City of Crestview

Section 5.01.04.04.03 Winter Storms

1. Ensure communications systems are capable to communicate during and following winter storms. (Responsible party: Police and Fire) *Status: Up to Date*
2. Support activities that educate the public about the dangers of winter storms. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Police and Fire) *Status: Ongoing*
3. Ensure winter storm shelters are capable of providing heating systems. (Responsible party: Private resources, Churches) *Status: Not Applicable*
4. Reduce or eliminate the vulnerability to freezing or provide secondary heating or electrical systems for public facilities. (Responsible party: Public Services) *Status: Up to Date*
5. Ensure the public is informed of pending conditions. (Responsible party: Police and Fire) *Status: As Needed*

Section 5.01.04.05 Heat Wave and Drought

1. Ensure communications systems are capable to communicate during and following heat waves and droughts. (Responsible party: Police and Fire) *Status: Up to Date*
2. Support activities that educate the public about the dangers of heat waves and droughts. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Police and Fire) *Status: Ongoing*
3. Ensure host shelters are capable of providing cooling systems. (Responsible party: Private resources, Churches) *Status: Not Applicable*
4. Ensure the public is informed of pending conditions. (Responsible party: Police and Fire) *Status: As Needed*

Section 5.01.04.06 Wildfire

1. Ensure communications systems are capable to communicate during and following wildfire events. (Responsible party: Police and Fire) *Status: Up to Date*
2. Ensure the public is informed of pending conditions. (Responsible party: Police, Fire, Florida Division of Forestry) *Status: As Needed*
3. Support activities that educate the public about the dangers of wildfire. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office or the local fire department or the Florida Division of Forestry. (Responsible party: Police and Fire) *Status: Ongoing*
4. Require new subdivisions plats and new commercial structures to designed and built to National Fire Codes. (Florida Building Codes) *Status: Ongoing*
5. Support activities that newly document or update maps, aerial photography, or other remote sensing imagery that shows degrees of risk for wildfire and utilize such data to focus mitigation activities against wildfire. (Responsible party: Florida Division of Forestry) *Status: Ongoing*



City of Crestview

6. Support efforts that fire stations and their supporting equipment and personnel are adequate in terms of size, modernization, communications, in order to respond to situations by mitigating situations that are below acceptable standards to fight wildfires throughout the City and to provide mutual aid support in neighboring jurisdictions or counties. (Responsible party: Fire Department) *Status: Ongoing*
7. Support public and private mitigation efforts to provide fire hydrants to locations at risk along the urban/rural interface where water systems exist to provide such services. (Responsible party: Public Services and Fire Department) *Status: Ongoing*
8. Support mitigation efforts that would identify public measures that would help agricultural, forestry and silvicultural prevent or lessen the risk of wildfires. (Responsible party: Public Services and Fire Department) *Status: Ongoing*



City of Crestview

Section 5.01.05 Maps

Included in this section are maps of the City of Crestview. They include:

1. Critical Facilities..... 5.01-33
2. Evacuation Zones..... 5.01-34
3. Flood Zones..... 5.01-35
4. Repetitive Loss Properties..... 5.01-36
5. Surge Zones..... 5.01-37
6. Wildfire Level of Concern..... 5.01-38

City of Crestview Critical Facilities

- Parcel Lines
- Critical Facilities

Source: Okaloosa County
Public Safety, 2010

MAP PROJECTION:
Lambert Conformal Conic Projection
Stateplane: Florida North (0903)
NAD 1983(80), NAVD 1988.

PUBLIC RECORD:
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DISCLAIMER:
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Department of
Growth Management
01/25/2021

City of Crestview Evacuation Zones

-  Parcel Lines
-  Evac Zone A
-  Evac Zone B
-  Evac Zone C
-  Evac Zone D
-  Evac Zone E

ZONE A = HURRICANE CAT 1

ZONE B = HURRICANE CAT 2

ZONE C = HURRICANE CAT 3

ZONE D = HURRICANE CAT 4

ZONE E = HURRICANE CAT 5

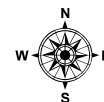
**Note: There are
no Evacuation
Zones
in the City
of Crestview**

Source: Okaloosa County
Public Safety, 2010

MAP PROJECTION:
Lambert Conformal Conic Projection
Stateplane: Florida North (0903)
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Department of
Growth Management
01/25/2021

City of
Crestview
Flood Zones

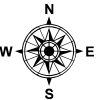
- Parcel Lines
- X 500 Year Flood Plain
- A 100 Year Flood Plain
- AE 100 Year Flood Plain
- VE 100 Year Flood Plain

Source: FEMA Map
Service Center,
Dec 6 2002

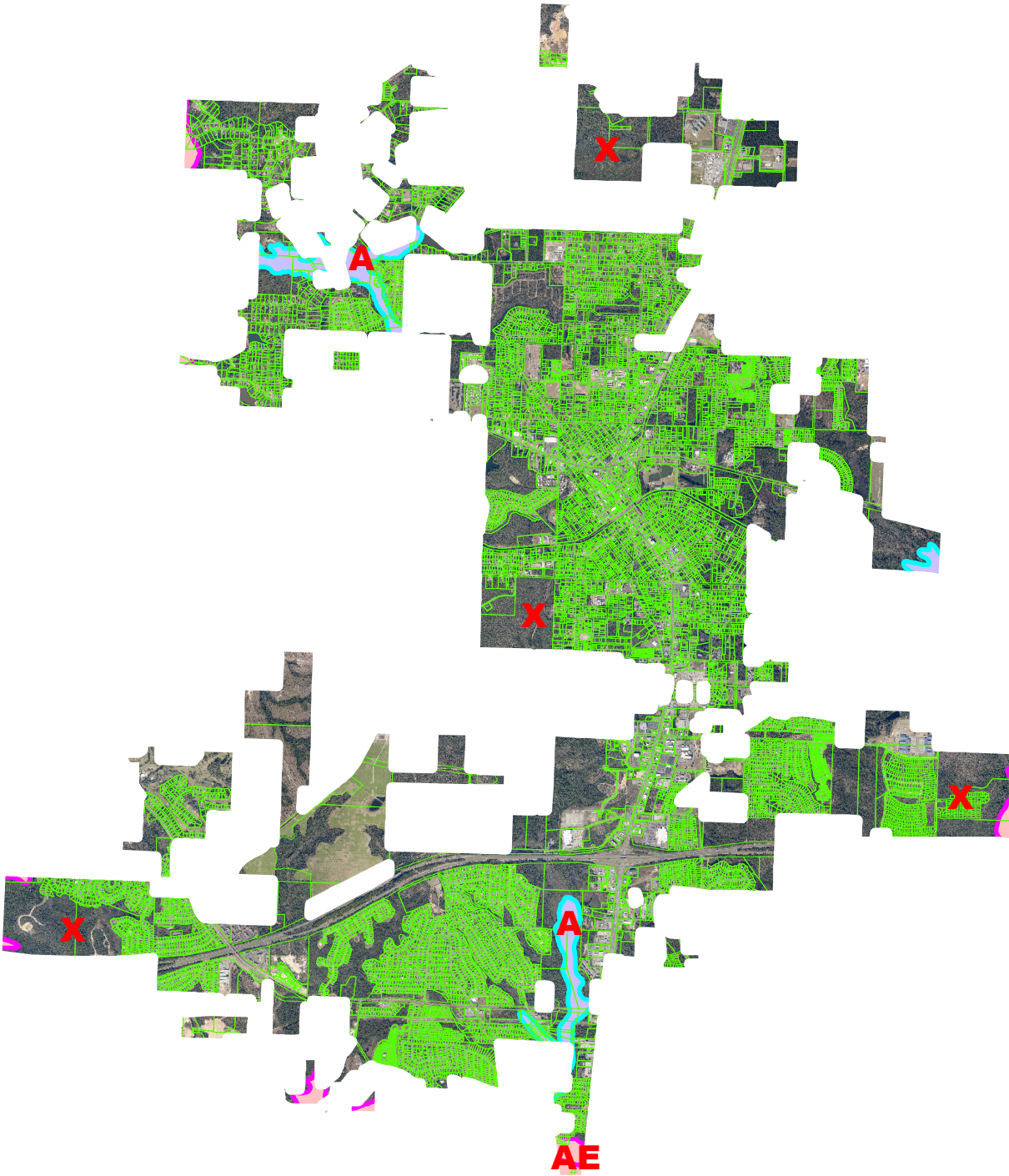
MAP PROJECTION:
Lambert Conformal Conic Projection
Stateplane: Florida North (0903)
NAD 1983(90), NAVD 1988.

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Department of
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01/25/2021



City of Crestview Repetitive Loss Properties

-  Parcel Lines
-  X 500 Year Flood Plain
-  A 100 Year Flood Plain
-  AE 100 Year Flood Plain
-  VE 100 Year Flood Plain
-  Base Flood Elevation in a Floodway
-  Repetitive Loss Properties

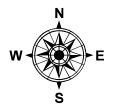
The City of Crestview does not have any Repetitive Loss Properties in its jurisdiction

Source: FEMA Map Service Center,
Dec 6 2002

MAP PROJECTION:
Lambert Conformal Conic Projection
StatePlane: Florida North (0903)
NAD 1983(90), NAVD 1988.

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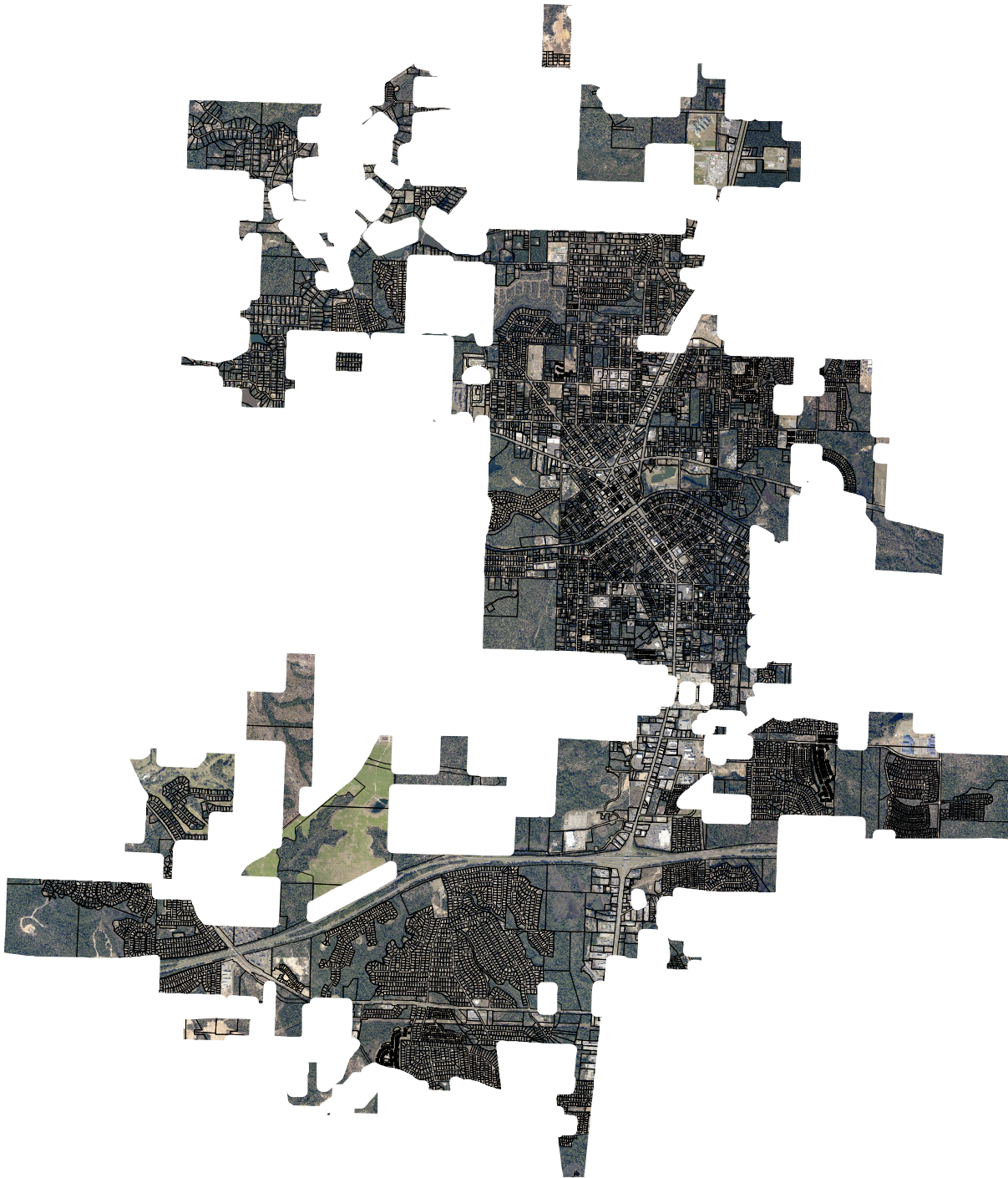
Department of
Growth Management
01/25/2021

City of Crestview Surge Zones

-  Parcel Lines
-  Category 1
-  Category 2
-  Category 3
-  Category 4
-  Category 5

**Note: There are
no Surge Zones
in the City
of Crestview**

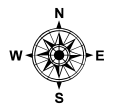
Source: West Florida
Regional Planning
Council, 2010



MAP PROJECTION:
Lambert Conformal Conic Projection
Stateplane: Florida North (0903)
NAD 1983(90), NAVD 1988.

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01/25/2021

City of Crestview Wildfire Level of Concern

Parcel Lines

Level of Concern

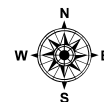


Source: Florida Division
of Forestry, 2010

MAP PROJECTION:
Lambert Conformal Conic Projection
StatePlane: Florida North (0903)
NAD 1983(90), NAVD 1988.

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Department of
Growth Management
01/25/2021



City of Crestview

Section 5.01.06 Post Disaster Redevelopment Plan

The City of Crestview has prepared and enacted a Disaster Resiliency Plan. It is the purpose of this Plan to define the actions and roles necessary to provide a coordinated response within City of Crestview, FL. This plan provides guidance to agencies within the City of Crestview with a general concept of potential emergency assignments before, during, and following emergency situations. It also provides for the systematic integration of emergency resources when activated and does not replace county or local emergency operations plans or procedures.

City of Crestview



Emergency Operations Plan

2020

Promulgation Statement

JB Whitten
Mayor
City of Crestview

CITY OF CRESTVIEW EMERGENCY OPERATIONS PLAN PROMULGATION

The primary role of government is to provide for the welfare of its citizens. The welfare and safety of citizens is never more threatened than during disasters. The goal of emergency management is to ensure that mitigation, preparedness, response, and recovery actions exist so that public welfare and safety is preserved.

The City of Crestview Emergency Operations Plan provides a comprehensive framework for City of Crestview-wide emergency management. It addresses the roles and responsibilities of government organizations and provides a link to local, State, Federal, and private organizations and resources that may be activated to address disasters and emergencies within the City of Crestview, Florida.

The City of Crestview Emergency Operations Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance.

Therefore, in recognition of the emergency management responsibilities of City of Crestview government and with the authority vested in me as the Chief Executive Officer of Crestview, Florida. I hereby promulgate the City of Crestview Emergency Operations Plan.

JB Whitten
Mayor, City of Crestview

Approval and Implementation

This plan supersedes any previous Emergency Operation Plans.

The transfer of management authority for actions during an incident should be done through the execution of a written delegation of authority from an agency to the incident commander. The delegation of authority is a part of the briefing package provided to an incoming incident management team. It should contain both the delegation of authority and specific limitations to that authority.

The City of Crestview Emergency Operations Plan delegates the Mayor's authority to specific individuals in the event that he or she is unavailable. The chain of succession in a major emergency or disaster is as follows:

1. City Manager
2. Fire Chief
3. Police Chief
4. Public Works Director

Date

JB Whitten
Mayor, City of Crestview

Signature Page

Tim Buldoc, City Manager
City of Crestview

JB Whitten, Mayor
City of Crestview

Anthony Holland, Fire Chief
City of Crestview

Stephen McCosker, Police Chief
City of Crestview

Brona D. Steel, Public Services Director
City of Crestview

Gina Toussaint, Finance Director
City of Crestview

Brian Hughes, Public Information Officer
City of Crestview

Cesar Damiani, Information Technology
City of Crestview

Barry Henderson, Development Services
City of Crestview

Betsy Roy, City Clerk
City of Crestview

Record of Changes

Change #	Date	Part Affected	Date Posted	Who Posted

Record of Distribution

Plan #	Office/Department	Representative	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Plan

5

I. Purpose, Scope, Situation, and Assumptions

A. Purpose

It is the purpose of this Plan to define the actions and roles necessary to provide a coordinated response within City of Crestview, FL. This plan provides guidance to agencies within the City of Crestview with a general concept of potential emergency assignments before, during, and following emergency situations. It also provides for the systematic integration of emergency resources when activated and does not replace county or local emergency operations plans or procedures.

B. Scope

This plan applies to all participating departments and agencies of the jurisdictions contained within the geographical boundary of City of Crestview.

C. Situation Overview

1. Characteristics

a. Location and Geography

- The City of Crestview consists of an area of an area that encompasses 16.31 square miles and is 235 feet above sea level. Crestview is located in Okaloosa County, Florida. It is situated 20 miles North of Fort Walton Beach, FL and 20 miles South of the Alabama/Florida state line. The Shoal River borders the city to the South and East with the Yellow River bordering the West.

b. Climate

- Crestview's climate is humid subtropical. Average summer highs are 92°F with peaks in the low 100's. Average winter lows are in the 30's with the capability to occasionally reach in to the single digit range.

c. Education

- Crestview is home to seven (7) elementary schools, two (2) middle schools one (1) high school and two (2) college campuses.

d. Demographics

- The City of Crestview has a population of 23856 as of 2019. The average growth rate ranges from 1%-2% over the last five (5) years. Crestview is the 1,897th largest city in the United States. The population density is 1,463 per sq. mi which is 387% higher than the Florida average and 1479% higher than the national average.

e. Economic Base

- The City of Crestview is largely a bedroom community that supports two (2) major military insulations. The community is predominantly comprised of residential homes, retail shopping and schools. Ad valorem taxes are the largest revenue producer, accounting for 39% of the operating budget. The remainder of the cities revenues are made up from the local option gas tax, utility service tax, communication service tax, half cent sales tax and other finds/fees for services.

f. Transportation Infrastructure

- Two major highways travel through the City of Crestview. U.S Route 90 heads East-West through the city. State Road 85 heads North-South, intersecting both U.S Route 90 and Interstate 10, which also runs East-West through Crestview.
- Bob Sikes Airport is located 3 miles North East of the city center.
- CSX railroad runs East-West through the center of Crestview.

2. Hazard Profile

a. Potential Hazards

The City of Crestview is subjected to the effects of many disasters, varying widely in type and magnitude from local communities to statewide in scope.

- Natural Disasters could be a result of a number of phenomena such as, hurricanes, tropical storms, floods, severe thunderstorms, high water, drought, severe winter weather, fires (including urban, grass, and forest fires), epidemics, severe heat, high winds or earthquakes.
- Manmade Disasters could be the result of a myriad of other disaster contingencies, such as train

derailments, aircraft accidents, transportation accidents involving chemicals and other hazardous materials, chemical, oil and other hazardous material spills, leaks or pollution problems, dumping of hazardous wastes, building or bridge collapses, utility service interruptions, energy shortages, civil disturbances or riots, terrorism, warfare, applicable criminal acts, or a combination of any of these.

D. Planning Assumptions

1. Effective prediction and warning systems have been established that make it possible to anticipate certain disaster situations, such severe weather events, that may occur throughout the jurisdiction or the general area beyond the jurisdiction's boundaries. Man made events and some natural events may not be predicted but sufficient pre-planning is in place to effectively react to and recover from such events.
2. It is assumed that any of the disaster contingencies could individually, or in combination, cause a grave emergency situation within the City of Crestview. It is also assumed that these contingencies will vary in scope and intensity, from an area in which the devastation is isolated and limited to one that is wide-ranging and extremely devastated. For this reason, planning efforts are made as general as possible so that great latitude is available in their application, considering they could occur in several locations simultaneously.
3. Initial actions to mitigate the effects of emergency situations or potential disaster conditions will be conducted as soon as possible by the local government.
4. Assistance to the affected jurisdictions(s) by response organizations from another jurisdiction(s) is expected to supplement the efforts of the affected jurisdiction(s) in an efficient, effective, and coordinated response when jurisdiction officials determine their own resources to be insufficient.
5. Federal and State disaster assistance, when provided, will supplement, not substitute for, relief provided by local jurisdictions.
6. It is the responsibility of officials under this plan to save lives, protect property, relieve human suffering, sustain survivors, repair essential facilities, restore services, and protect the environment.

7. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.

Concept of Operations

A. General

1. Communication is maintained between affected jurisdictions and area emergency management branch offices. Where the Okaloosa County EOC is activated, two (2) Fire Department, (2) Police Department (1) Public Services representative are placed within the Okaloosa County EOC to facilitate ongoing information exchange between the Okaloosa County EOC and City of Crestview EOC.
2. Where states of emergency are declared, the City of Crestview may request state assistance. All requests for State assistance should go through the local emergency management area coordinator within the Okaloosa County EOC and the appropriate emergency management branch manager to the State Emergency Operations Center (EOC).
3. When the State EOC is activated, Florida's State Emergency Operations Center (SEOC) becomes the office of primary responsibility for the State Emergency Response Team (SERT). The director of emergency management will normally serve as SERT leader.
4. The Okaloosa County EOC will serve as the clearinghouse for response and recovery operations and for deployment of resources within the counties, including cities within the counties.
5. Planning for recovery will be implemented at the same time local governments are taking the emergency response actions necessary to protect the public. Preparations will be made for rapid deployment of resources necessary to facilitate recovery.

B. Hazard Control and Assessment

1. Perceive the threat
2. Assess the hazard
3. Select control strategy
4. Control hazard
5. Monitor hazard

- C. Protective Action Selection
 - 1. Analyze the hazard
 - 2. Determine protective action
 - 3. Determine public warning
 - 4. Determine protective action implementation plan
- D. Public Warning
 - 1. Determine message content
 - 2. Select appropriate public warning system(s)
 - 3. Disseminate public warning
- E. Protective Action Implementation
 - 1. Monitor progress of protective action implementation
 - 2. Control access and isolate danger area
 - 3. Evacuation support
 - 4. Decontamination support
 - 5. Medical treatment
 - 6. Special population support
 - 7. Search and rescue
- F. Short-term Needs
 - 1. Shelter operations
 - 2. Unite families
 - 3. Continued medical treatment
 - 4. Increase security
 - 5. Stabilize the affected area

G. Long-term Needs

1. Re-entry
2. Recovery

II. Organization and Assignment of Responsibilities

A. General

Most departments/agencies of government have emergency functions in addition to their normal, day-to-day duties. These emergency functions usually parallel or complements normal functions. Each city department is responsible for **developing and maintaining its own emergency management procedures** that are maintained in their respective department emergency operations plan. (DEOP). Each DEOP is maintained as an appendix to the master City EOP and is inclusive to this overall EOP.

B. Organization & Assignment

1. Chief elected officials

a. Mayor

- a. Responsible for enacting the City EOP to ensure preparedness, response, mitigation and recovery actions exist so that public welfare and safety is preserved.
- b. Facilitates disaster declarations
- c. Facilitates evacuation orders
- d. Facilitates re-entry decisions

b. City Manager

- a. Reports to the City of Crestview EOC when activated.
- b. Assists with disaster declarations, evacuation orders and re-entry decisions.

c. Council Members

- a. Provide direction and support to the EOP.

2. Crestview Police Department

- a. Police Chief reports to the City of Crestview EOC when activated.
- b. Maintain law and order
- c. Control traffic

- d. Protect vital installations
 - e. Control and limit access to the scene of the disaster
 - f. Assist with all evacuation efforts
 - g. Assist with search and rescue
3. Crestview Fire Department
- a. Fire Chief reports to and chairs the City of Crestview EOC
 - b. Provides fire protection and the combating of fires
 - c. Search and rescue
 - d. Decontamination
 - e. Assist with damage assessment
4. City of Crestview Department of Public Services
- a. Public Services Director reports to the City of Crestview EOC
 - b. Maintaining streets, avenues, highways and other routes of travel.
 - c. Assisting with heavy rescue
 - d. Assist with decontamination
 - e. Engineering services as required
 - f. Transportation
 - g. Debris removal
 - h. Inspection of shelter sites for safe occupancy
 - i. Facility damage assessment, public and private, for safe occupancy
 - j. Enforcement of building codes
 - k. Maintenance of vehicles and other essential equipment of the various departments and agencies
 - l. Development of a plan of priorities to be used during the period of increased readiness that addresses the repair of vehicles and equipment
 - m. Maintenance of a reserve supply of fuel
 - o. Provisions for the immediate repair of emergency service vehicles and equipment, both in the field and in the shop, as the situation permits

5. City of Crestview Finance Department
 - a. Finance Director reports to the City of Crestview EOC
 - b. Maintaining economic stabilization efforts as required
 - c. Maintaining a list of suppliers, vendors, and items of critical emergency need.
 - d. Maintains accountability of all expenditures, debt and man hours dedicated to the declared event.
 - e. Provides proper FEMA documentation to Okaloosa County EOC for potential reimbursements.
6. Development Services
 - a. Reports to the City of Crestview EOC.
 - b. Assist with facility damage assessment, public and private, for safe occupancy.
7. Public Information Officer (PIO)
 - a. Reports to the City of Crestview EOC when activated.
 - b. Disseminates information to the public.
8. City Clerk
 - a. Reports to the City of Crestview EOC when activated.
 - b. Documents all activities within the EOC.
 - c. Provides for records management within the EOC.
9. Information Technology (IT)
 - a. Reports to the City of Crestview EOC when activated.
 - b. Maintains critical hardware such as telephones, computers, networks and internet capability during a declared event.
10. Okaloosa County Emergency Medical Services (EMS)
 - a. Responsible for emergency medical treatment and transport during a declared event
 - b. Provides staff for medical care in designated shelters.
 - c. Assists with special needs evacuation.
11. Okaloosa County Health Department
 - a. Conduct community needs assessments

- b. Ensures safety, disease prevention to include vector born disease prevention
 - c. Provides medical support to shelters
 - d. Emergency interment coordination
 - e. Insect and pest control as required
 - f. Inoculations for the prevention of disease
- 12. North Okaloosa Medical Center (NOMC)
 - a. Emergency medical care
 - b. Limited on-site decontamination
 - c. Hospital evacuation
 - d. Traditional hospital medical services
- 13. Okaloosa County School District
 - a. Provide the use of facilities for emergency public education.
 - b. Providing facilities for emergency housing of evacuees and relief forces
 - c. Providing facilities for emergency first aid stations, emergency hospitals, or emergency morgues
 - d. Providing personnel for shelter managers and staff
 - e. Providing recreation plans for shelter occupants' use during shelter-stay period

C. Support Functions

- 1. Support from the National Guard may be requested through the Okaloosa County EOC from the State office of emergency management. Military assistance will complement and not be a substitute for local participation in emergency operations. Military forces will remain at all times under military command but will support and assist response efforts.
- 2. Support from other State government departments and agencies may be made available in accordance with the State plan.
- 3. Private sector organizations within the jurisdiction may assist with a wide variety of tasks based on their capabilities.
- 4. Volunteer agencies, such as the American Red Cross, local church/synagogue congregations, and assistive organizations, such as the Salvation Army, are available to give assistance with sheltering, feeding, and other issues, as necessary.

5. Assistance from surrounding jurisdictions may be available through the execution of a memorandum of understanding (MOU) or MOA.

III. +

IV. *Direction, Control, and Coordination

A. Authority to Initiate Actions

1. The Mayor of the City of Crestview is responsible for activating the EOP. Where the city is already responding to an unannounced event, the decision to activate the EOP will be done with the coordination of the “on scene” commander of the event.
2. Where the Mayor is not available, the ability to activate the EOP shall fall within the designated chain of succession to the Mayor.
3. Once notified, the Fire Chief is responsible for implementing the EOP. Where the Fire Chief is not available, the Police Chief shall commence implementation.

B. Command Responsibility for Specific Actions

1. With the activation of the EOP, the Emergency Operations Center (EOC) shall be activated. All activities that support the resolution of, and recovery from the declared event shall be coordinated and directed from the EOC.
2. The City of Crestview EOC will be made up of eight (9) essential support function representatives (ESF’s) with the Fire Chief designated as the EOC Director of Emergency Management.
 - a. The eight (8) EOC, ESF’s are:
 - a. Fire Chief (Director)
 - b. Police Chief
 - c. Public Services Director
 - d. City Manager
 - e. Development Services Representative
 - f. Finance Director
 - g. IT representative
 - h. Public Information Officer (PIO)
 - i. City Clerk

3. Incident Command System

The incident command structures used within the City of Crestview's jurisdiction shall be compliant with the National Incident Management System (NIMS). Designated incident commanders are responsible for directing on-scene emergency operations and maintaining command and control of the scene. The EOC shall provide support to the designated incident commanders. If a disaster affects multiple widely separated facilities or jurisdictions, separate incident command operations and an area command may be set up.

4. Assistance

If the City of Crestview's own resources are insufficient or inappropriate to respond to the event, a request will be made for assistance from other jurisdictions, the State, or Federal government. Such requests shall only be made through the EOC.

V. Information Collection and Dissemination

- A. Disaster information managed by the City of Crestview EOC is coordinated through the ESF's located in the EOC. These representatives collect information from and disseminate information to counterparts in the field. These ESF's also disseminate information within the EOC that can be used to develop courses of action and manage emergency operations.
- B. The City of Crestview PIO shall coordinate and/or disseminate all information to the public.

VI. Communications

- A. Communication protocols and coordination procedures are described in detail in the City of Crestview Communications Plan (Needs to be developed). Please refer to this plan for additional information.

VII. Administration, Finance, and Logistics

A. General Policies

1. The authority to make purchases during an emergency event, where the EOP/EOC has been activated, shall rest with the members of the EOC. No purchases will be made without the EOC's approval.
2. Reference should be made to administrative requirements that are applicable to emergency operations (e.g., emergency purchasing procedures), which appear in other documents. (reference the city purchase plan)
3. Records and Reports for Resources and Expenditures.
 - a. Responsibility for submitting local government reports to the State office of homeland security and emergency preparedness rests with the City of Crestview Finance Director.
 - b. The Finance director shall maintain records of expenditures and obligations in emergency operations. They should also support the collection and maintenance of narrative and long-type records of response to all declared disasters.
4. Agreements and Understandings

This section references any mutual aid agreements or emergency response and recovery contracts that exist. It also indicates who is authorized to activate those agreements or contracts. Need to identify:

 - a. Existing mutual aid agreements
 - a. The city of Crestview has current mutual aid agreements with the surrounding fire departments to include North Okaloosa Fire District (NOFD), Almerante Fire District, Baker Fire District, Holt Fire District and Eglin AFB. These agreements would provide or receive specific aid as requested. Where the EOP is activated, all requests would be made through the Okaloosa County EOC.
 - b. The Crestview Police Department has mutual aid agreements with the Okaloosa County Sheriffs Office and other surrounding municipalities. These aid agreements are outlined in the Crestview Police Department EOP.
 - b. There are currently no existing contracts for services with the City of Crestview for any emergency response or recovery.

B. Additional Policies

1. When the resources of local government are exhausted or when a needed capability does not exist within a local government, the local units of government call for assistance from the State.
2. The incident commander will submit periodic situation reports to the appropriate authorities during a major disaster using standard ICS formats.

VIII. Plan Development and Maintenance

A. Requirements

- a. The Mayor of Crestview has the overall responsibility for ensuring that efficient emergency planning is being conducted.
 - b. The City Manager will ensure that an updated EOP is distributed appropriately.
 - c. Each department shall be responsible for updating their internal department plans, SOPs, and resource data to ensure prompt and effective response to and recovery from emergencies and disasters.
2. Review and Update
- a. The Basic Plan and its appendices should be reviewed and updated annually.
 - b. Updates should be made to the EOP when any documents are no longer current. Changes in planning documents may be needed:
 - 1) When hazard consequences or risk areas change.
 - 2) When the concept of operations for emergencies changes.
 - 3) When departments, agencies, or groups that perform emergency functions are reorganized and can no longer perform the emergency tasks laid out in planning documents.
 - 4) When warning and communications systems change.
 - 5) When additional emergency resources are obtained through acquisition or agreement, the disposition of existing resources changes,

or anticipated emergency resources are no longer available.

- 6) When a training exercise or an actual emergency reveals significant deficiencies in existing planning documents.
- 7) When State or Federal planning standards for the documents are revised.

IX. Authorities and References

A. Legal Authority

1. Federal

- a. The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288 as amended
- b. Public Employees Occupational Safety and Health Act (PEOSHA) regulations

B. References

1. Federal

- a. Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining State, Territorial, Tribal, and Local Government Emergency Plans, March 2009.
- b. Homeland Security Exercise and Evaluation Program (HSEEP), February 2007.
- c. National Incident Management System (NIMS), December 2008.
- d. National Response Framework, Federal Emergency Management Agency, January 2008.

2. State

- a. State EOP

3. Local

- a. Local EOPs
- b. Inter-local agreement(s)



Staff Report

CITY COUNCIL MEETING DATE: May 9, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Gis
DATE: 5/4/2022
SUBJECT: Ordinance 1865 - Repeal and Replace Chapter 10 – Animals

BACKGROUND:

The City of Crestview began providing Animal Control services around the turn of this current year. Staff has determined, since operating under the current code for approximately four months, that a number of amendments are required to provide the most effective and efficient animal control services to the citizens of Crestview.

DISCUSSION:

The City's animal code, as it exists now, had its last substantial amendment in 2002 via Ordinance 1061, with other ordinances being passed since then to provide for minor revisions. Since the City regained its animal control services functions early this year, staff has determined that the current code should be amended once again due to our no longer contracting through an animal control authority, as well as to further the mission of providing exceptional municipal services, of which animal services is now one.

Major changes include the addition of many pertinent definitions, the removal of unnecessary regulations, and the addition of new regulations that will allow for processes that improve the quality of life in the city limits through active, effective, and flexible means of enforcement. Staff reviewed the methods of other municipalities and jurisdictions, as well as their own codes and ordinances in the process of drafting the language before you now.

GOALS & OBJECTIVES

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

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

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

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

Safety- Ensure the continuous safety of citizens and visitors

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The adoption of Ordinance 1865 will have no direct impact on the city budget.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1865 on second reading.

Attachments

1. Attachment 1

ORDINANCE: 1865

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, REPEALING AND REPLACING THE CURRENT CHAPTER 10 – ANIMALS OF THE CITY OF CRESTVIEW CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR FILING OF THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY; 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.

WHEREAS, the City is authorized and empowered to adopt and enforce ordinances, not inconsistent with state law that are necessary to protect the health, welfare and safety of its citizens and inhabitants; and

WHEREAS, the City Council (“Council”) of the City serves as the elected governing body directly responsible for the promotion and projection of the public welfare, and safety of its citizens and inhabitants; and

WHEREAS, the City has recently regained authority and responsibility over animal control services within the city limits; and

WHEREAS, staff has reviewed various methods by which animal control services is handled in other municipalities and jurisdictions and have researched those other jurisdiction’s ordinances, defenses and penalties in the process of crafting this ordinance.

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

CHAPTER 10 – ANIMALS in its current form is hereby repealed and replaced with Chapter 10 – Animals as attached to this ordinance (Attachment 1).

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

SECTION 2 – 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 3 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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

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

SECTION 6 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and

resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 9th day of May, 2022.

Approved by me this 9th day of May, 2022.

J. B. Whitten
Mayor

ATTEST:

Maryanne Schrader
City Clerk

Chapter 10 ANIMALS

Sec. 10-1. - Definitions.

Abandon means to forsake entirely or neglect or refuse to provide or perform the legal obligations for care and support of an animal

Adequate food means food which is of sufficient quantity and nutritive value to maintain each companion animal in good health. Adequate food is accessible to each companion animal, is prepared so as to permit ease of consumption for the age, species, condition, size, and type of each companion animal, is provided in a clean and sanitary manner, is placed so as to minimize contamination by excrement and pests, and is provided at suitable intervals for the species, age, and condition of the companion animal, which is at least once daily except as prescribed by a veterinarian.

Adequate water means clean, fresh, potable water of a drinkable temperature. Adequate water is provided at all times in a suitable manner, in sufficient volume, and refreshed at suitable intervals to maintain normal hydration for the age, species, condition, size, and type of each companion animal, except as prescribed by a veterinarian, and is provided in a clean, durable receptacle, which is accessible to each companion animal and is placed so as to prevent contamination of the water by excrement and pests.

Adequate shelter means a shelter that is suitable for the species, age, condition, size, and type of each companion animal, and provides adequate space for each companion animal, is safe and protects each companion animal from injury, direct sunlight, other weather elements, adverse effects of heat or cold, physical suffering, and impairment of health. Adequate shelter is properly lighted, is properly cleaned, enables each companion animal to be clean and dry, except when detrimental to the species, and for dogs and cats provides a solid surface and resting platform, pad, floor mat, or similar device that is large enough for the dog or cat to lie on in a normal manner and can be maintained in a sanitary manner.

Adequate space means space that allows a companion animal to easily sit, stand, lie, turn about, and make other normal body movements in a comfortable, normal position for a companion animal. Adequate space is space that a companion animal can interact safely with other animals in the enclosure, unless otherwise specified by veterinarian care. Nothing in this subsection precludes veterinary care that temporarily restricts movement if it would endanger a companion animal.

Animal means any living non-human vertebrate.

Animal services means The City of Crestview office of animal services, the director, and any enforcement officers.

Animal services officer means any person duly employed or appointed by the city, who is authorized to investigate, on public or private property, and to enforce violations and issue citations as provided in this chapter. An animal services officer is not authorized to bear arms or make arrests.

Animal shelter means any public or private organization existing for the purpose of the prevention of cruelty to animals and/or for the sheltering of animals, is incorporated or chartered under the laws of the State of Florida or established by legislation.

Bite means a penetration of skin with teeth, and with blood appearing in the wound.

Cat means a domestic feline, *felis catus*.

City council means the elected governing board of Crestview, Florida.

Community cat means any unowned free-roaming cat living in an outdoor environment that may or may not be a part of a cat colony and may or may not be cared for by one or more caregivers who is/are known or unknown; a community cat may or may not be feral. Community cat caregiver means any person who provides volunteer care to a community cat, but who does not own, harbor, keep, or have custody, control, or charge of such cats; a community cat caregiver who returns a community cat in conjunction with trap-neuter-return is not deemed to have abandoned the cat.

Community cat caregiver means any person who provides volunteer care to a community cat, but who does not own, harbor, keep, or have custody, control, or charge of such cats; a community cat caregiver who returns a community cat in conjunction with trap-neuter-return is not deemed to have abandoned the cat

Community cat colony means a group of community cats that congregate, more or less, together as a unit and share a common food source.

Community cat management program means that community cats, friendly or feral, found outside and brought to a shelter or veterinary provider, are sterilized, ear-tipped, vaccinated against the threat of rabies, and returned to their outside home.

Companion animal means any animal that lives with and about the habitat of a human and that is dependent upon that human for its survival.

Cruelty means every act, omission, or neglect whereby pain or suffering is caused to an animal. This definition incorporates the definition in F.S. Ch. 828.

Dangerous dog means any dog that has been declared dangerous as a result of an investigation and determination from animal services as per F.S. Ch. 767.

Dog means a domestic canine, *canis familiaris*.

Domestic animal means a dog, cat, or ferret. Domestic animals are subject to the rabies vaccination and license mandate.

Ear-tipped means a mark identifying a community cat as being in a trap-neuter-return program, specifically, the removal of approximately 3/8 of an inch off the tip of the cat's ear in a straight line, the universal sign of a sterilized, unowned cat. An ear-tipped cat shall be distinguished from other cats by being sterilized and vaccinated against the threat of rabies at the time of sterilization; if these requirements are met, the ear-tipped cat is exempt from licensing, stray and at-large provisions of this chapter and may be exempt from other provisions directed toward owned animals.

Enclosure means any structure with at least three walls, a roof, and a floor in adequate condition as not to endanger the safety of the animal and as to provide the necessary protection of the animal from weather conditions. An enclosure must be properly located so that it does not allow for standing water to pool inside the enclosure following any weather event or other water intrusion. For pets not declared dangerous, a residence may be considered a proper enclosure; different rules as specified in this chapter apply to a "proper enclosure" for declared dangerous dogs.

Feral means a wild animal that exists in an untamed state or that has returned to an untamed state generally not socialized to human contact and is no longer considered domesticated.

Harbor means the act of caring for and keeping an animal, or the act of providing a premises or residence to which the animal returns for food, shelter, or care for a period of at least ten days, or at the point where the caregiver is providing the primary source of sustenance for the animal, whichever time is shorter. If the city

establishes a program for the maintenance of feral or community cats, those persons maintaining those cats will be regulated in accordance with such program.

Hobby breeder means any person who owns or breeds purebred dogs or pedigreed cats primarily for personal recreational use. Personal recreational use may include participation in recognized conformation shows, hunting, field or obedience trials, racing, specialized hunting, working or water trials, and may include improving the physical soundness, temperament, and conformation of a given breed to standard or for the purpose of guarding or protecting the owner's property.

Leash means a strap or cord that would not cause cruelty or neglect used to restrain, guide, and control an animal by attaching it to a collar, harness, or halter.

Livestock means horses, mules, cows, bovines, cattle, hogs, goats, sheep, swine, ducks, geese, turkeys, peafowl, doves, and domesticated poultry.

Microchip means an implantable permanent radio-frequency identification device (RFID).

Neglect means depriving an animal of sufficient food, sufficient water, shelter, or medical treatment, or allowing an animal to live in an environment when such deprivation or environment causes the animal's physical health to be significantly impaired or to be in danger of being significantly impaired.

Owner means any person, firm, corporation, or organization possessing, harboring, keeping, or having control or custody of an animal or, if the animal is owned by a person under the age of 18, that person's parent or guardian.

Physical control means:

- (1) Immediate and continuous control of a dog by a person, using a leash; or
- (2) Continuous control of a dog through the use of an enclosure, which prevents the escape of the dog. An electrical device for the purpose of confining an animal does not meet the definition of physical control.

Pet store means a pet shop, pet groomer, pet beauty parlor, or other retail establishment open to the public and engaging in the business of selling pet supplies and/or services and/or offering for sale and/or selling animals at retail. This definition includes mobile businesses and brick and mortar stores.

Proper enclosure of a dangerous dog means while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping together with visible signage warning persons of the presence of A dangerous dog. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure, and shall also provide protection from the elements.

Provoked or provocation means any action or activity, whether intentional or unintentional, which would be reasonably expected to cause a normal dog in similar circumstances to react in a manner similar to that shown by the evidence.

Public road means any streets, sidewalk, alley, highway, or other way open to travel by the public including rights-of-way, bridges, and tunnels.

Quarantine means the isolation of an animal in a properly ventilated enclosure that does not harm or endanger the animal, so that it may not contact another animal or unauthorized person.

Rabies means an acute, fatal, infectious disease of the central nervous system that is transmitted when introduced into bite wounds, open cuts in skin, or onto mucous membranes.

Residential area means any area in the city so designated by current zoning or area developed with residential structures within the commercial or industrial zoning district having residential use only.

Scratch means a penetration of skin from something other than teeth and blood being present in the wound.

Severe injury means any physical injury that results in a broken bone, multiple bites, or a disfiguring laceration requiring sutures or reconstructive surgery.

Stationary object means any object natural or manmade that is of sufficient weight or construction to inhibit the free movement of a dog when tethered, fastened, chained, or tied, including a runner system, running line, or other cable run system.

Sterilization means dogs and cats rendered permanently incapable of reproduction by surgical alteration, implantation of a device, or other physical means, or permanently incapable of reproduction because of physiological sterility, but only where the neutered or spayed condition has been certified by a veterinarian licensed in any state.

Stray means any non-feral domestic animal found off of its owner's property without the owner's consent and without the consent to be on the property where the animal is found; this provision shall not apply to community cats.

Sufficient food means access to proper food for the species of animal on a regular, ongoing basis in quantities sufficient to maintain a regular body weight as designated by objective measurement tools such as body condition score ("BCS") systems. As an example, regular body weight would be the "ideal" level (four or five) on the internationally recognized veterinary and animal welfare Purina Body Score System Chart. Animals under active, current veterinary care may deviate from the scale based upon the expertise of a licensed veterinarian.

Sufficient water means access to clean, potable water on a regular, ongoing basis in quantities to prevent the animal from exhibiting signs of dehydration.

Tether means a leash, cord, or chain that is anchored to a stationary object on one end.

Trap-neuter-return means trapping, or otherwise obtaining a community cat, and providing for the sterilization, vaccination against the threat of rabies, and ear-tipping of the cat, followed by return to its original location.

Unaltered animal means a dog or cat, which has not been neutered, spayed, or is otherwise not sterilized.

Unprovoked means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

Veterinarian means a person who is licensed to engage in the practice of veterinary medicine in Florida under the authority of F.S. Ch. 474.

Wild animal means any living member of the kingdom Animalia, including those born or raised in captivity, except the following:

- (1) *The species Homo sapiens (human beings).*
- (2) *The species Canis familiaris (domestic dogs, including hybrids with wolves, coyotes, or jackals).*
- (3) *The species Felis catus (domestic cats, excluding hybrids with ocelots or margays).*
- (4) *The species Equus caballus (domestic horses).*
- (5) *The species Equus asinus (asses/donkeys).*
- (6) *The species Bos taurus (cattle).*
- (7) *The subspecies Ovis ammon aries (sheep).*

- (8) *The species Capra hircus (goats).*
- (9) *The subspecies Sus scrofa domestica (swine).*
- (10) *Domesticated races of the species Gallus gallus or Meleagris gallopavo (poultry).*
- (11) *Domesticated races of the species Mesocricetus auratus (golden hamsters).*
- (12) *Domesticated races of the subspecies Cavia aperea procellus (guinea pigs).*
- (13) *Domesticated races of rats or mice (white or albino, trained, laboratory-reared).*
- (14) *Domesticated races of the species Oryctolagus cuniculus (rabbits).*
- (15) *All captive-bred members of the species of the families Psittacidae (parrots, parakeets), Anatidae (ducks), Fringillidae (finches), and Columbidae (doves and pigeons).*
- (16) *All captive-bred members of the species Serinus canaria of the class Aves (canaries).*
- (17) *Domesticated races of the species Carassius auratus (goldfish).*
- (18) *Captive-bred members of the superorder Teleostei of the class Osteichthyes (common aquarium fish).*

Sec. 10-2. - City designated as bird sanctuary.

- (a) The entire area embraced by the city is hereby designated as a bird sanctuary.
- (b) Adequate signs shall be erected and maintained at entrance to the city, within the discretion of the council, signifying the designation of the area within the corporate limits of the city as a bird sanctuary.

Sec. 10-3. - Animal Services.

Animal services is designated as the city agency responsible for the proper enforcement of this chapter and is assigned the administrative functions of carrying out the provisions of this chapter and other authorized duties. In carrying out the duties of this chapter, Animal services may employ equipment, including but not limited to control poles, nets, leashes of any construction, chemical capture devices, snake tongs, oleoresin capsicum aerosols, snake hooks, humane traps, collapsible batons, and metal carrying cages. Animal services shall maintain an animal shelter, or shelters for the purpose of having impounded therein animals, as required by the provisions of this chapter and other authorized duties.

Sec. 10-4. - Animal services officer.

- (a) An animal services officers shall have full and complete authority in the enforcement of this chapter and may pick up, catch, or procure any animal under any circumstance which is a violation of this chapter and cause the animal to be impounded in an animal shelter. An animal shall be subject to pick up and impounding if the animal is cruelly treated, roaming at large, stray, or an animal infected with rabies or believed to be so infected; infected with any other contagious or infectious disease, or believed to be so infected, or has been classified as a dangerous or vicious animal.
- (b) Animal services officers may carry a device to chemically subdue and tranquilize an animal.
- (c) The animal services officer shall be required to pick up and make humane disposition of any diseased or injured animal in the city. If an owner refuses entrance to the premises to an animal services officer attempting to enforce this chapter, such officer shall contact the police department and proceed on the owner's premises in the company of the officer with such legal authority as is necessary to lawfully enter the owner's premises for the purpose of enforcing this chapter. Animal services officers are hereby authorized to issue citations and notices to appear for violation of this chapter when based upon personal investigation and the officer has reasonable and probable grounds to believe that a violation has occurred.

Sec. 10-5. - Fees.

- (a) The fees to be charged in connection with the provisions of this chapter shall be established in the Comprehensive Fee Schedule. Adoption fees may be decreased or waived by the animal services Director, or designee during special promotions, to promote efficient shelter operations, and/or to optimize animal lifesaving.
- (b) No reclaim fees shall be assessed for community cats.
- (c) No fees shall be assessed if an animal is improperly impounded.
- (d) Animal services is authorized to establish rules and regulations relating to the care, custody, control, and disposal of animals, which, in the opinion of the animal services officer, will further guarantee and protect the health and safety of the citizens of the City.

Sec. 10-6. - Citations.

- (a) Citations must be prepared as prescribed by F.S. Ch. 828.
- (b) An animal services officer may, but shall not be required to, issue a written warning prior to the issuance of a citation for a violation of this chapter. Failure to comply with the provisions of a written warning may result in issuance of a citation or impoundment of the animal, or both.
- (c) Any animal services officer shall have the authority to issue citations to citizens whose pets are found to be in violation of this chapter.
- (d) Any violations of the provisions of this chapter are hereby declared to be civil infractions for which there may be fines imposed by the county court a maximum fine not to exceed \$500.00. Unless cited for a violation for which court appearance is mandatory, anyone cited with a violation of this chapter may pay a fine as contained within the Comprehensive Fee Schedule.

If a person fails to pay the civil fine within the time prescribed on the citation or fails to obtain a court date, or having obtained a court date, fails to appear in court to contest the citation, the person shall be deemed to have waived the right to contest the citation. In such cases, final judgment may be entered against the person in the maximum civil fine of \$500.00 allowed, which shall be payable within 60 days from the date of execution of the final judgment. Alternatively, the court may issue an order to show cause, requiring the person to appear before the court to explain why action on the citation has not been taken. If any person who is issued such an order fails to appear in response to the court's directive, that person may be held in contempt of court in addition to having to pay the civil fine, court costs, and restitution, as applicable.

- (1) First offense (the current offense is a first offense if there have been no other citations in the preceding 36 months);
- (2) Second offense (the current offense is a second offense if there has been only one previous citation within the preceding 36 months);
- (3) Third offense (the current offense is a third offense if there have been two previous citations within the preceding 36 months);
- (4) Fourth and subsequent offenses (the current offense is a fourth or subsequent offense if there have been three or more previous citations within the preceding 36 months) requires mandatory court appearance. For citations involving a mandatory court appearance, the citation shall specify that the court appearance is mandatory. If a person so cited fails to appear within the time prescribed in the citation to obtain a court date or having a court date, fails to appear in court, a default judgment may be entered against the person in the maximum civil fine payable within 60 days from the date of execution of the final judgment.
- (5) Anyone cited with a violation of this chapter who pays the required fines and then goes three years with no offenses shall return to the status of having no prior offenses for the purposes of this chapter.

- (e) An additional fine, set in the Comprehensive Fee Schedule, is required for any violation involving a dog or cat in heat if not under the owner's control.
- (f) An administrative fee, as set in the Comprehensive Fee Schedule, shall be assessed, and collected upon each civil penalty imposed for violation of an ordinance relating to animal control, cruelty, or neglect.
- (g) Any animal services officer shall have the authority to cite the owner or any person having custody of an animal for a violation of this chapter when and only when:
 - (1) The officer has received from an adult witness a sworn affidavit attesting to the animal having committed a violation pursuant to this chapter; or
 - (2) The officer has witnessed the commission of a violation under this chapter.

Sec. 10-7. - Vaccination of animals required.

The animal services officer shall impound any dog or cat not vaccinated as required by general law. An animal impounded under this section shall be vaccinated by a licensed veterinarian prior to redemption provided the owner pays any impounding fee and charges established pursuant to this chapter. Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-8. - Barnyard animals.

- (a) Generally. No person shall keep or permit to run at large in the city any animals of the equine or swine class and includes goats, sheep, mules, horses, hogs or cattle and domesticated poultry, except for the species gallus domesticus ("chicken"), as per the regulations of subsection (b).
- (b) Chickens. The following regulations will govern the keeping of chickens and are designed to prevent conditions that are unsanitary, unsafe or a nuisance. No person shall keep chickens unless the following regulations are followed:
 - (1) Roosters are not permitted within city limits.
 - (2) Location: Keeping of chickens is permissible as an accessory use on lots one quarter acre or larger with an existing land use of single family residential, regardless of current zoning or future land use designation.
 - (3) Quantity: No more than four (4) chickens for the first quarter acre and three (3) additional chickens per each additional quarter acre are allowed on each respective property with an existing land use of single family residential.
 - (4) Setbacks:
 - i. Coops or cages housing chickens shall be placed according to the setback requirements for accessory buildings as per Chapter 7 of the Land Development Code.
 - ii. Coops or cages housing chickens shall be kept at least twenty-five (25) feet from the door or window of any other dwelling or occupied structure other than the owner's dwelling.
 - iii. Coops or cages housing chickens shall be located behind the principal structure.
 - (5) Sanitation:
 - i. The coop or cage must be kept in sanitary condition and free from offensive odors. The coop or cage must be cleaned on a regular basis to prevent the accumulation of waste.
 - ii. Odors shall not be perceptible at any lot line.
 - iii. Noise shall not be perceptible at any lot line to the extent that it results in a public nuisance or is in violation of the municipal noise ordinance.
 - iv. Keeping of chickens shall not attract rodents or other pests.
 - (6) Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-9. - Humane treatment for companion animals.

- (a) An owner shall treat a companion animal in a humane manner and shall provide humane care for an animal. Humane care includes but is not limited to providing adequate food, adequate water, adequate shelter, adequate space, and adequate veterinary care to maintain health and to prevent or cure diseases.
 - (1) Veterinary care may include humane euthanasia if a companion animal is beyond the abilities of veterinary medicine to treat or cure and the animal is suffering.
- (b) Except as provided herein and in section 10-27(b) no person shall restrain a dog by means of tethering, fastening, chaining, or tying to a doghouse, tree, fence, or any other stationary object.
- (c) Notwithstanding subsection (b), a person may tether a dog when it is in visual range of the owner, and the owner is located outside with the tethered animal.
- (d) In all cases where tethering is permissible, the following conditions must be met:
 - (1) The dog must be attached to the tether by a buckle-type collar or a body harness. A dog shall not be tethered by means of a choke-type, pinch-type, prong-type, or improperly fitting collar;
 - (2) The tether has the following properties: it is at least five times the length of the tethered animal's body, as measured from the tip of the nose to the base of the tail; it terminates at both ends with a swivel; it does not weigh more than one-eighth of the tethered animal's weight; and it is free of tangles;
 - (3) The dog is tethered in such a manner as to prevent injury, strangulation, or entanglement;
 - (4) If there are multiple dogs, each one must be tethered separately. The tethering of each dog must be in accordance with the requirements of this Code;
 - (5) The dog is not outside during a period of extreme weather, including without limitation extreme heat or near-freezing temperatures, thunderstorms, tornadoes, tropical storms, or hurricanes;
 - (6) The dog has continuous access to water, adequate shelter, and dry ground;
 - (7) The dog is at least six months of age. Puppies shall not be tethered; and
 - (8) The dog is not sick or injured.
- (e) An owner shall use a collar or harness which is appropriate for the age and size of a companion animal.
- (f) A person shall not crop the ears of any dog, unless the person employs a veterinarian to perform the cropping. If a person possesses a dog with an ear or ears cut off or cropped, and with the unhealed wound, then that possession is prima facie evidence of a violation of this section, unless the cropping was performed by a veterinarian.
- (g) A person shall not castrate a companion animal unless that person employs a veterinarian to perform the castration.
- (h) A person shall not for any reason willfully abandon any dog or cat. A dog or cat locked unattended in a vacant house, trailer, or other similar structure or stored unattended in a boarding facility in excess of twenty-four hours shall be considered abandoned.
- (i) Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-10. – Confinement of domestic animals in heat (estrus).

- (a) An owner shall securely confine a domestic animal in heat (estrus) indoors or in an enclosed and locked structure which prevents the entry of a male domestic animal and prevents the female in heat from escaping. Confinement solely by a leash, tether, or other similar restraint, or within a fence, open kennel, open cage or run, is not presumed to be compliant with this section.
- (b) If a female domestic animal is to be released for an acceptable reason from the secured enclosure, then the owner of the female domestic animal in heat must have physical control over the domestic animal at a distance of six feet or less and be able to physically restrain the animal from coming into contact with a male domestic animal. Acceptable reasons for release from confinement are limited to excretion and veterinary visits.

- (c) A person intentionally breeding a female domestic animal in a controlled environment, with the consent of the owner of the male domestic animal, is exempt from this section during breeding.
- (d) For purposes of this section, the definition of domestic animal excludes ferret.
- (e) Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-11. - Physical control of dogs.

- (a) An owner shall maintain physical control of a dog at all times when the dog is off the owner's property, unless the property owner or designee or lessee consents to the removal of the physical control and the dog is under adult supervision. Off the owner's property means on any public or private property including but not limited to streets, sidewalks, schools, parks, or private property of others. For property owned or controlled by a government entity, it is presumed that consent is not given unless posted.
- (b) Dogs which are exempt from this section include:
 - (1) A police dog, fire dog, or SAR dog, as defined in F.S. § 843.19, when the dog is operating in its official capacity, as defined in said section; or
 - (2) A dog that is a trained and is a certified animal service dog used to assist persons with disabilities when it is performing those services; or
 - (3) A dog involved in organized training or exhibiting including obedience trials, conformation shows, field trials, hunting trials, and herding trials; or
 - (4) A dog involved in any legal hunt in an authorized area, when the owner possesses a valid hunting license.
- (c) Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-12. – Public Nuisances.

- (a) Removal of dog excreta.
 - (1) The owner of a dog shall immediately remove any excreta deposited by the dog on any property other than the owner's, including but not limited to public property, streets, sidewalks, schools, parks, and private property. The owner of a dog shall carry adequate waste removal devices or disposal bags while the dog is off the owner's property, unless the waste removal devices are provided.
 - (2) The owner of a dog shall remove any excreta deposited by the dog on their own property when the accumulation of feces causes an odor to be perceptible at or past any lot line of the owner's property.
- (b) Noise.
 - (1) No dog or cat shall be permitted to bark, bay, cry, whine, howl or make any other noise continuously and/or incessantly in an excessive, habitual or untimely fashion for such a duration that it annoys or disturbs a reasonable person of normal sensitivities residing in or occupying premises in close proximity to the premises on which the animal is located.
 - (2) It shall not be considered a violation of this section if, at the time the dog or cat is making any noise, a person is trespassing or threatening to trespass upon private property where the dog or cat is situated or for any other legitimate cause which teased or provoked the dog or cat.
 - (3) In the case of multiple animals at one location, it shall not be necessary to single out which specific dog or cat committed a noise nuisance. It shall be sufficient to demonstrate that the noise emanated from the premises.
- (c) Violations of this section shall be subject to penalties per Section 10-6(d), with fines set in the Comprehensive Fee Schedule.

Sec. 10-13. - Procedure to classify a dog as dangerous.

- (a) Animal services shall investigate reported incidents involving any dog that may be dangerous. Animal services shall, if possible, interview the owner and witnesses, and attempt to obtain a sworn affidavit from any person, including any enforcement officer, desiring to have the dog classified as dangerous.
- (b) After the investigation, animal services shall make an initial determination as to whether there is sufficient cause to classify a dog as dangerous as defined in F.S. Ch. 767. If animal services does find sufficient cause, animal services shall provide to the owner of the dog written notification of the sufficient cause finding. Such notification shall be provided by certified or registered mail, certified hand delivery, or in accordance with F.S. Ch. 48.
- (c) If animal services find sufficient cause to classify a dog as dangerous, the owner may request a hearing to contest the classification, as provided in F.S. 767.12, to be heard per section 10-14 of this code. Notification pertaining to these hearings shall be provided by certified or registered mail, certified hand delivery, or in accordance with F.S. Ch. 48.
- (d) Animal services shall not declare a dog dangerous if the threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or, while lawfully on the property, was tormenting, abusing, or assaulting the dog, its owner, or a family member. Animal services shall not declare a dog dangerous if the dog was protecting or defending a human being from an unjustified attack or assault and the protected or defended human being was within the immediate vicinity of the dog.
- (e) Animal services shall impound any dog that is the subject of an investigation under this section until the conclusion of the investigation, unless the animal services officer makes a written determination that the dog(s) can be safely confined by its owner, based upon an evaluation of the following criteria:
 - (1) The physical layout of the area where the dog will be confined;
 - (2) The plan for proper confinement of the dog;
 - (3) The individual characteristics and behavior of the dog; and
 - (4) Any other relevant factors.

If the dog is impounded pending the outcome of the investigation, a notice shall be provided to the owner stating the basis for confinement at animal services and stating that the owner may board the dog at a licensed kennel or veterinarian at the owner's expense. If the dog is not required to be impounded by animal services, the owner of the dog must agree in writing to the following:

- (1) The subject dog(s) must be humanely and safely confined in a securely fenced or enclosed area approved by animal services pending the outcome of the investigation and any hearings related to the classification;
 - (2) The owner of the dog will provide animal services with the address where the dog will be kept; and
 - (3) The owner of the dog(s) may not relocate or transfer ownership of the dog pending the outcome of the investigation or hearings related to the classification without approval by animal services. Animal services shall impound the subject dog(s) if the owner refuses to agree to the above shelter-in-place requirements in writing. The owner may utilize the hearing provisions of this chapter to challenge any restrictions imposed under this section.
- (b) Animal services shall perform a prompt and thorough dangerous dog investigation. If animal services maintains custody of the dog during the investigation, then only medical fees shall accrue.

Sec. 10-14. – Dangerous Dog Hearing Procedure.

- (a) On or before the following dates, an owner may file a written request for hearing with animal services to contest the classification. The City Manager shall designate an individual or any code enforcement mechanism pursuant to Article III, Division 5 of the City Code to act as a Hearing Officer to hold a hearing on or before:
 - (1) The seventh calendar day after the date of service of written notification of an initial determination of a sufficient cause finding under section 10-13 of this Code; or

- (b) No less than five calendar days and no more than 21 calendar days after the date of receipt of the written request, animal services shall provide for the requested hearing.
- (c) Hearing procedures.
 - (1) Each party shall have the following rights:
 - i. To be represented by counsel;
 - ii. To compel the attendance of witnesses;
 - iii. To examine witnesses;
 - iv. To introduce exhibits;
 - v. To examine opposing witnesses on any relevant matter, even though the matter was not covered under direct examination;
 - vi. To impeach any witness regardless of which party first called the witness to testify.
 - (2) Any interested party or person may make application and, upon good cause shown, may be allowed within the discretion of the Hearing Officer to intervene or appear in a proceeding pending before the Hearing Officer.
- (d) Subpoenas.
 - (1) The Hearing Officer has the power to issue subpoenas to compel the attendance of witnesses at a hearing upon the written request of any party or upon the Hearing Officer's own motion.
 - (2) A subpoena may be served by any person authorized by law to serve process. Service shall be made as provided by law.
 - (3) Any person subject to a subpoena may, before compliance and on timely petition, request the Hearing Officer having jurisdiction of the dispute to invalidate the subpoena.
 - (4) A party may seek enforcement of a subpoena issued under the authority of this chapter by filing a petition for enforcement in the county court. Failure to comply with an order of the court shall result in a finding of contempt of court. However, no person shall be in contempt while a subpoena is being challenged under subsection (d)(3).
 - (5) If a party willfully fails to testify when duly subpoenaed, the Hearing Officer may:
 - i. Order that the matters regarding which the questions were asked, or any other designated facts shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order;
 - ii. Render a judgment by default against the disobedient party.
 - (6) Witness fees shall be paid as provided by law.
- (e) Evidence.
 - (1) All hearings shall be conducted, insofar as practicable, in accordance with the Florida Evidence Code. However, the general nature of the hearing shall be conducted in an informal manner.
 - (2) In any hearing before the Hearing Officer, irrelevant, immaterial, or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form, and all testimony of parties and witnesses shall be made under oath. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
 - (3) Documentary evidence may be received in the form of a copy or excerpt if the original is not readily available. Upon request, parties shall be given an opportunity to compare the copy with the original.
 - (4) A party shall be permitted to conduct cross-examination when testimony is taken, or documents are made a part of the record.
 - (5) The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
 - (6) The City shall ensure that an audio and documentary record of the hearing is preserved, which record shall be public and open to inspection and transcription or copying by any person.

- (f) Written determinations of the Hearing Officer.
 - (1) After due public hearing, the Hearing Officer shall issue a determination based upon the preponderance of the evidence. The animal services officer shall bear the burden of establishing the dangerousness of the dog, or that a violent dog attack occurred; and the owner shall bear the burden of establishing any legal defenses.
 - (2) All determinations of the Hearing Officer shall be in writing, signed and dated by the Hearing Officer, shall contain findings of fact and conclusions of law, and shall be served upon the owner by certified or registered mail, certified hand delivery, or service in conformance with Chapter 48, Florida Statutes. If the Hearing Officer upholds the initial determination of dangerousness, the owner shall comply with the provisions of Section 10-15 within fourteen (14) calendar days of the Hearing Officer's determination; or in the event of any appeal of said determination to a court of competent jurisdiction, within fourteen (14) calendar days of a decision adverse to the owner.
 - (3) On or before the tenth business day after the date of service of a final decision, the owner may appeal to the proper court the decision regarding any dangerous dog. The appeal shall be a review of the record, not de novo.
- (g) Payment of Hearing Officer. The cost of the Hearing Officer shall be paid by the losing party and shall be a fee set in the Comprehensive Fee Schedule.

Sec. 10-15. - Requirements for dogs declared dangerous.

- (a) On or before the fourteenth calendar day after the date of notification of the classification of a dog as dangerous or a classification is upheld on appeal as provided in section 10-14 of this Code, the owner of the dog shall obtain a certificate of registration and a dangerous dog tag or collar from animal services subject to the fee set in the Comprehensive Fee Schedule. The owner shall renew the certificate annually. Animal services is authorized to issue such certificates of registration and renewals only to persons who have attained at least 18 years of age and who present to animal services sufficient evidence of:
 - (1) A current certificate of rabies vaccination and license for the dog;
 - (2) A proper enclosure for a dangerous dog;
 - (3) Warning signs that are clearly visible from all entry points and inform both children and adults of the presence of a dangerous dog on the property;
 - (4) Permanent identification of the dog by microchip;
 - (5) Surgical sterilization of the dog, unless a veterinarian certifies in writing that sterilizing the animal would be injurious to the animal's health. If the health condition of the animal is of a temporary nature, then the owner shall employ a veterinarian to sterilize the animal immediately after the health condition has been corrected;
 - (6) Two color photos of the dog in two different poses showing the color and size of the animal;
 - (7) Fee simple ownership of the property upon which the dangerous dog and enclosure are located or, alternatively, permission to locate the dangerous dog and enclosure on the property from the fee simple owner of the property; and
- (b) The owner shall secure the dangerous dog collar or tag around the dog's neck so that it is clearly visible at all times.
- (c) The owner shall immediately notify animal services when a dog that has been classified as dangerous:
 - (1) Becomes loose or unconfined;
 - (2) Attacks a human being or another companion animal; or
 - (3) Dies.
- (d) The owner shall immediately notify animal services if the owner moves to another address with the dangerous dog. If the dog owner is a tenant or otherwise differs from the property owner, animal services will notify the property owner of the presence of the dangerous dog via certified mail.

- (e) If the owner moves to a different jurisdiction, then the owner shall also notify the enforcement officer of the new jurisdiction that the dog has been classified as dangerous.
- (f) The owner shall immediately notify animal services if the owner is going to sell or give away the dangerous dog. Prior to a dangerous dog being sold or given away, the owner shall provide the name, address, and telephone number of the new owner to animal services. The new owner shall comply with all of the requirements of this chapter that relate to dangerous dogs, even if the animal is moved from the jurisdiction of this chapter to another local government jurisdiction within the state.
- (g) The owner shall immediately notify animal services if the owner believes that the dangerous dog has been stolen and shall file a police report.
- (h) The owner of a dangerous dog shall not permit the dog to be outside of the proper enclosure for a dangerous dog, unless the dog is muzzled and restrained by a leash and under physical control of a competent person. The owner shall use a muzzle that is made in a manner that will not cause injury to the dog or interfere with its vision or respiration but prevents the dog from biting any person or animal. The owner may exercise the dog on the owner's property in a securely fenced or enclosed area that does not have a top, without a muzzle or leash on the dog, if the dog remains within the owner's sight and only members of his immediate household and persons 18 years of age or older are allowed in the enclosure when the dog is present. While transporting the dangerous dog, the owner shall restrain the dog safely and securely within a vehicle.
- (i) An owner of a dangerous dog shall not use the dog for hunting purposes.
- (j) The provisions of this chapter relating to dangerous dogs ~~do~~ does not apply to dogs used by law enforcement officials for law enforcement work.
- (k) The owner of a dangerous dog shall not permit the dog to be left unattended with a minor child.
- (l) If the requirements of subsection (a) of this section are not satisfied after fourteen days from the date of notification of the classification of the dog as dangerous, and if there are no pending appeals, the dangerous dog will become the property of animal services and disposition will be in accordance with applicable policies.
- (m) Animal services may seek an injunction from a court of competent jurisdiction to enforce the requirements of this section. Each failure to comply with a dangerous dog requirement or responsibility of a dangerous dog owner contained in this chapter shall constitute a noncriminal infraction, punishable by any means available at law or in equity.
- (n) Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-16. - Consequences to dog's owner after a dog attack.

The consequences to a dog's owner after a dog attack shall be the same as per F.S. Ch. 767.

Sec. 10-17. - Procedures after possible rabies exposure.

- (a) When an animal has allegedly bitten or scratched a person or is suspected or believed to be infected with rabies, the owner shall relinquish control of the animal to animal services upon request, or shall quarantine the animal at home or with a veterinarian, as directed by animal services.
- (b) In certain cases, home quarantine of a domestic animal, which has bitten or scratched a person, may be permitted at the discretion of animal services, if determined safe and appropriate, and the following criteria and conditions are met:
 - (1) The animal involved is a domestic animal that has a current rabies vaccination from a veterinarian;
 - (2) Animal is a dog that attacked a person, the owner had the dog under physical control when the attack occurred or, if the dog attack occurred on the owner's property, or animal services determined that the attack was provoked;
 - (3) The owner of the domestic animal has a facility to contain within a cage, fenced yard, or house the domestic animal during the quarantine period, which facility has been deemed appropriate by animal services;

- (4) The owner agrees that at the end of the quarantine period, the owner allows a representative or designee of the county health department to visually check an animal quarantined at home; and
- (5) Any other conditions or safeguards as animal services may deem necessary and appropriate.
- (c) At any time during the home quarantine period, if a domestic animal is reported or observed to not be confined or a dog is reported to not be under physical control, the home quarantine privilege is revoked immediately and the owner, at the owner's expense, shall confine the domestic animal either with a veterinarian or at a city animal shelter for the duration of the quarantine period.
- (d) The investigating animal services officer shall decide whether to allow home quarantine of a domestic animal. In the event of any dispute regarding the appropriateness of home quarantine, the director or designee has final decision-making authority in the matter.
- (e) If the animal is quarantined at an animal services shelter, an additional quarantine fee shall apply, per the amount set in the Comprehensive Fee Schedule.
- (f) If a police dog, as defined in F.S. § 843.319, has attacked a person while acting under the direction of a law enforcement agency in an official capacity, such as aiding in the detection of criminal activity, enforcement of laws, or apprehension of offenders, the director may exempt the dog from the quarantine and impoundment provisions of this chapter, upon proof of a current vaccination and licensing for the dog.

Sec. 10-18. - Rabies vaccination for domestic animals.

All provisions of F.S. § 828.30 shall apply regarding the vaccination of domesticated animals.

Sec. 10-19. - Prohibition on owning a primary vector of rabies.

A person shall not own, harbor, keep, display, exhibit, sell, or intentionally breed any animals that are a primary vector of rabies, including but not limited to a raccoon, fox, coyote, or skunk, unless permitted by the Florida Fish and Wildlife Conservation Commission. Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-20. - Community cat management.

- (a) The City recognizes the need for innovation in addressing the issues presented by the permanent presence and uncontrolled reproduction of community cats living outdoors, independent of human intervention.
- (b) Community cat management, in which the community cat is sterilized, ear-tipped, vaccinated against the threat of rabies, and returned to the original location, is the preferred response to a community cat. If these requirements are met, the community cat is exempted from stray, at-large, abandonment, and other possible provisions of this ordinance that apply to owned animals.
- (c) Return-to-field of impounded community cats.
 - (1) Community cats entering animal services shall be examined for health and temperament to evaluate their ability to survive in an outdoor environment with or without assistance from a community cat caregiver.
 - (2) Community cats determined to be thriving in their environment may be sterilized, ear-tipped, vaccinated against the threat of rabies, and returned to the original location.
 - (3) An ear-tipped cat received by animal services shall be returned to the location where trapped unless veterinary care is required. A trapped ear-tipped cat shall be released on site unless veterinary care is required.
 - (4) Healthy community cats that have been impounded by animal services may be immediately returned-to-field, released to a community cat caregiver, or, if considered sufficiently socialized, adopted. Notwithstanding the foregoing, whenever an impounded community cat is visibly injured or diseased, appears to be suffering, and upon the advice of a veterinarian, such community cat cannot be expeditiously treated and returned to an outdoor living environment, or transferred to a rescue group, then animal services may humanely euthanize the community cat.

- (d) Trap-neuter-return of free-roaming community cats. The city recognizes there are community cats that may not enter the shelter, may or may not be under the care of a known community cat caregiver, and may or may not live in a recognized community cat colony. Community cat trap-neuter-return programs to curtail breeding of community cats may be implemented by animal services, veterinary providers, or animal welfare organizations.
- (e) Management of community cat colonies. The City recognizes there are community cat caregivers and acknowledges that community cats living in colonies may be tolerated living outdoors, provided such cats are cared for in accordance with the following requirements.
 - (1) Managed community cat colonies must be maintained on private property of the community cat caregiver or with the permission of the property owner or property manager (including public property).
 - (2) In instances in which the community cat colony or its members create a documented concern regarding public health or safety, animal services shall work with residents, animal welfare organizations, and community cat caregivers to mitigate concerns via community cat management, education, or relocation of cats, as appropriate.
 - (3) If a person is providing care for a community cat colony, he or she is required to provide certain necessities on a regular/ongoing basis, including, but not limited to, proper nutrition and medical care as needed.
 - i. Food, if supplied, shall be provided in the proper quantity and frequency for the number of cats being managed. Food must be maintained in proper feeding containers.
 - ii. Water, if supplied, shall be clean, potable, and free from debris.
 - iii. Shelter, if provided, shall be unobtrusive, safe, and of the proper size for the community cats.
 - iv. Community cats shall be fed in an area where they do not interfere with sensitive wildlife.
 - v. Community cat caregivers shall make a good faith effort to trap all pre-existing and newly arriving cats to have them sterilized, ear-tipped, vaccinated against the threat of rabies, and returned to the original location.

Sec. 10-21. - Keeping a stray domestic animal.

A person shall not harbor, feed, or keep any stray domestic animal, other than a community cat, unless animal services is notified on or before the 24th hour after the person came into possession of such animal. Upon receiving notice, an enforcement officer may impound the animal and place it in the animal shelter. A person shall surrender any stray domestic animal to an enforcement officer upon the officer's demand. Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-22. - Confinement, hold periods, and reclaim of dogs and cats.

- (a) Dogs or cats impounded pursuant to this chapter and not claimed by their owners shall be held by animal services prior to disposition, as provided herein:
 - (1) The hold period before disposition shall be five shelter business days after the date of impoundment for any animal with an identification tag, microchip, or other owner identification.
 - (2) The hold period before disposition shall be five shelter business days for animals impounded because the owner is unable to care for the animal due to injury, illness, incarceration, or other involuntary absence; and animals received from a law enforcement agency where there is a known owner.
 - (3) There shall be no hold period for kittens and puppies less than five months of age and for adult cats lacking an identification tag, microchip, or other owner identification. These animals shall immediately become the property of animal services upon impoundment and shall be made immediately available for live outcome.
 - (4) Dogs and cats that have been abandoned while in the custody of a licensed veterinarian or kennel and that have been turned over to animal services after the ten-day notice period required by section 705.19, Florida Statutes, shall not be subject to any confinement period.

- (5) If an owner does not reclaim the animal within the specified time, then animal services may provide for the animal to be adopted, transferred to an animal welfare organization, entered into a community cat return-to-field program, or make disposition pursuant to law at any time, but shall not euthanize the animal for a minimum of five shelter business days after the date of impoundment unless covered by section 10-24.
- (6) Animals that have been voluntarily surrendered by their owners to animal services shall not be subject to any confinement period.
- (7) In order to promote public health and to protect the health of every animal at the animal shelter, animal services is authorized to provide preventive healthcare and disease screening to every animal that is impounded, including during the hold period. Preventive health care and disease screening includes, but is not limited to, physical examination, vaccination against common infectious diseases, treatment for common internal and external parasites, heartworm testing for dogs, and retrovirus testing for cats. Healthy community cats directed towards return-to-field shall be exempted from retrovirus testing.
- (8) At the expiration of the appropriate hold period, the animal shall become the property of animal services and shall be processed in accordance with applicable policies, including mandatory sterilization.
- (b) If animal services allows an owner to reclaim an injured animal or one suspected of carrying an infectious or contagious disease, the owner shall provide immediate veterinary care.
- (c) In addition to any other requirements set forth herein, an owner seeking to reclaim a companion animal must present valid picture identification and acceptable proof of ownership, must pay all applicable fees, and must ensure that the animal has a valid license. Acceptable proof of ownership includes but is not limited to, license receipt, veterinary records, affidavits from neighbors, photographs, or other reliable, verifiable documentary evidence. Fees include but are not limited to reclaim fees, vaccination and licensing fees, boarding fees, and veterinary charges.
- (d) Community cat caregivers shall be permitted to reclaim impounded, previously sterilized, and ear-tipped, community cats without proof of ownership and are exempted from reclaim fees.
- (e) If a companion animal is impounded because of inhumane treatment or held during dangerous dog proceedings, the owner shall be responsible for fees accrued.
- (f) Animal services shall scan any impounded animal for a microchip with a device capable of detecting all available microchip frequencies (global scanner) on the day of impoundment and take appropriate measures to contact any individual or organization connected to the animal's microchip account.

Sec. 10-23. - Release of an animal.

- (a) All animals in the custody of animal services shall be disposed of via adoption, transfer to an animal welfare organization, community cat return-to-field, owner reclamation, or euthanasia.
- (b) Adoption of an animal.
 - (1) Animal services shall not permit a person to adopt a companion animal from the shelter if animal services determines that adoption would not be in the best interest of the animal or the public.
 - (2) Any dog or cat adopted from animal services shall be sterilized, vaccinated, and microchipped by animal services prior to release to the new owner. If the sterilization of the animal cannot be done at the time of adoption because of health reasons, then the person shall leave a deposit guaranteeing sterilization, as required by F.S. § 823.15.
 - (3) To be eligible for the return of the required adoption deposit for any dog or cat, the adopter shall present to animal services written documentation confirming sterilization of the animal from the veterinarian who performed the sterilization within 30 calendar days of the adoption occurring.
 - (4) If an adopter fails to comply with this section within the time specified, then the adopter shall forfeit the deposit and animal services may issue a citation. Pursuant to F.S. § 823.15(2), an adopter who fails to comply with the provisions of this section, shall be liable for legal fees and court costs to enforce the provisions of this section.

- (c) Transfer of an animal. In the event that an animal is transferred to an animal welfare organization prior to sterilization, the organization must enter into a written agreement with animal services, pursuant to section 823.15, Florida Statutes, as amended, ensuring that the animal will be sterilized within 30 days or prior to sexual maturity. The animal welfare organization shall vaccinate the animal against the threat of rabies if the animal is four months of age or older prior to another owner readopting the animal or prior to returning a community cat to the field. Organizations shall provide to animal services, at a minimum, the following information:
 - (1) The name, location address, and phone number of the adopter or the organization providing community cat management services;
 - (2) The date of sterilization and name and address of veterinarian; and
 - (3) The date of rabies vaccination and name and address of veterinarian.
- (d) Animal services may suspend transfers to an animal welfare organization for failing to comply with the reporting requirements.

Sec. 10-24. - Humane euthanasia.

- (a) Animal services shall attempt to contact the owner of any animal impounded with an identification tag, microchip, or other traceable identification before humane euthanasia of the animal.
- (b) A companion animal not claimed and not adopted from animal services within the relevant holding period established in section 10-22(a) may be disposed of in a humane manner.
- (c) In the event any unidentifiable animal is found in a state of pain and suffering or becomes so during confinement, animal services may euthanize the animal in a humane manner regardless of the relevant holding period established in section 10-22(a).

Sec. 10-25. - Disposal of an animal carcass by owners.

- (a) Upon the death of an animal, the owner of the animal shall dispose of the carcass either by burying the carcass at a sufficient depth, of at least two feet, below the surface of the land in order to prevent predators from exhuming the carcass, or by recognized alternative methods of disposal such as cremation or rendering. An owner shall not dispose of any animal carcass by dumping such carcass on any public or private property or in any waterway.
- (b) A person who, upon demand, does not surrender to animal services the carcass of any dead animal exposed to rabies shall be guilty of a misdemeanor of the second degree. Each violation constitutes a separate offense.
- (c) Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-26. - Duties of person who injures an animal.

Any person who injures an animal shall immediately notify the owner of the animal if the owner is known. If the owner is not known, a person who injures an animal shall immediately notify animal services, the City of Crestview Police Department, or a law enforcement agency that has jurisdiction over the location where the animal was injured. Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-27. - Companion animals in motor vehicle.

- (a) A motor vehicle operator shall not place or confine a companion animal or allow it to be placed, confined, or remain in an unattended motor vehicle for such a period of time as may reasonably be expected to endanger the health or well-being of the animal, due to considerations such as insufficient ventilation, heat, or lack of water.

- (b) A motor vehicle operator, operating on a public right-of-way, shall not transport or keep a companion animal in or on any motor vehicle, unless the companion animal is in the passenger compartment of the vehicle, or protected by a container, cage, or other appropriate tethering device that will prevent the animal from falling from, being thrown from, or jumping from the motor vehicle.
- (c) Any enforcement officer who finds a companion animal in a motor vehicle under conditions violating section 10-27(a) shall make a reasonable attempt to notify the operator of the vehicle. In the event the operator of the vehicle cannot be located after a reasonable attempt, the enforcement officer may contact law enforcement and request assistance. If the animal is removed from the vehicle, then the enforcement officer shall leave a written notice bearing the name of the officer, the department's name and telephone number, and the address where the owner may claim the animal. Animal services shall make reasonable efforts to contact the owner of the animal and give notice that the animal is in its custody. Within the relevant holding period established in section 10-22(a), the owner may reclaim the animal upon payment of the reasonable maintenance charges, which may include veterinary fees, reclaim fees, boarding fees, licensing fees, and vaccination fees.
- (d) Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-28. - Animal exploitation.

- (a) A person shall not promote, operate, run, participate in, conduct, or allow any exploitative live animal contests, performances, or exhibitions, or other similar activity in which animals are encouraged, forced, or trained to perform in an exploitative, cruel, or harmful manner.
- (b) A person or organization whether for profit, nonprofit, charity, or any other purpose, shall not offer an animal as a prize in response to participation in a contest, drawing of chance, merchandising premiums, promotional giveaways, or any other similar event.
- (c) Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-29. - Sale or donation of impounded animals for purpose of scientific research.

All animals in the custody of animal services shall be disposed of via adoption, transfer to an animal welfare organization, community cat return-to-field, owner reclamation, or euthanasia. Animal services shall not release, sell, or give any live animal to any institution, private firm, or individual for the sole purpose of medical or scientific research.

Sec. 10-30. - Authority of animal services to assist with certain animals.

Animal services is authorized, by permit from the Florida Fish and Wildlife Conservation Commission, to humanely trap, transport, relocate, release, or euthanize indigenous or non-indigenous, nongame wildlife such as snakes or other reptiles. Animal services may also release indigenous wildlife to rehabilitators as permitted by the Florida Fish and Wildlife Conservation Commission. Animal services is authorized to assist a law enforcement agency in any situation involving livestock, upon request of such agency. Animal services may provide assistance to any citizen and law enforcement agency regarding any incidents involving any animal.

Sec. 10-31. - Trapping an animal.

- (a) Any person trapping community cats for trap-neuter-return or nuisance wildlife shall:
 - (1) Use a humane trap;
 - (2) Provide the trapped animal with protection from the direct rays of the sun and direct effects of any wind, rain, irrigation and sprinkler system;
 - (3) Provide fresh bait in the trap each time the trap is set;

- (4) Provide fresh water for any animal held for more than 18 hours;
- (5) Make every reasonable attempt to locate the offspring of any trapped lactating mother; and
- (6) Not leave a trap unattended for more than eight hours.
- (7) Immediately release any healthy ear-tipped cat.
- (b) Animal services will not relocate non-rabies vector species nuisance wildlife or rabies vector species nuisance wildlife without documented human exposure. Please contact a commercial wildlife removal expert.
- (c) Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-32. Poisoning animals prohibited.

Any person who shall poison, or aid, abet or assist in the poisoning, or putting out or placing of poison at any point or place outside of buildings where animals may secure such poison shall be in violation of this section, subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-33. Animals killed or injured by motor vehicles.

The driver of an automobile, which strikes and accidentally kills or injures an animal roaming at large in violation of this chapter, shall not be subject to liability to the owner of such animal.

Sec. 10-34. Animals trained to assist persons with disabilities, allowed in public places.

It shall be a violation of this chapter for any person owning, operating, or maintaining any public place of business or conveyance into which the general public is invited for any business purpose to exclude therefrom any animal which has been trained to assist persons with disabilities, provided that such animal is in the company of the person it is assisting. Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.

Sec. 10-35. Obstruction of enforcement

- (a) A person shall not refuse to surrender an animal upon lawful demand to an animal services officer.
- (b) A person shall not interfere with an animal services officer who is lawfully performing authorized duties.
- (c) A person shall not hold, hide, or conceal any animal which an animal services officer is investigating or deems to be in violation of this chapter.
- (d) A person shall not take or attempt to take any animal from the director or an animal services officer or from any vehicle that is used by the enforcement officer to transport animals.
- (e) Without proper authority, a person shall not take or attempt to take any animal from the animal services' shelter, an animal services animal carrier, or a trap.
- (f) A person shall not willfully refuse to sign and accept a citation issued by an enforcement officer. If a person violates this subsection, the person shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083 or 775.084.
- (g) A person shall not willfully make any false statement in an affidavit or sworn testimony taken as part of an investigation of a violation of this chapter.
- (h) Violations of this section shall be subject to penalties per Section 10-6(d), with a fine set in the Comprehensive Fee Schedule.



Staff Report

CITY COUNCIL MEETING DATE: May 9, 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, Nicholas Schwendt, Gis
DATE: 5/4/2022
SUBJECT: Ordinance 1866 - Hwy 85 & Garden St Annexation

BACKGROUND:

On March 25, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 1132 & 1134 Highway 85 North and on Garden Street.

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

The Planning and Development Board recommended approval of the request on May 2, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Lambert Alisha & Josey Wesley
PO Box 1411
Crestview, FL 32536
04-3N-23-1840-0004-0120
Parcel ID: 04-3N-23-1840-0004-0100
04-3N-23-1840-0004-0020
Site Size: 1.75 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Vacant

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

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

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 can be developed for commercial use.

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

- The property is contiguous to the city limits;
- The property is comprised of three (3) 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 April 11, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on April 11, 2022. The property was posted on April 18, 2022. An advertisement ran in the Crestview News Bulletin on April 21 and April 28, 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 was \$544.50.

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 1866 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1866

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 1.75 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

PIN # 04-3N-23-1840-0004-0120 (Deed recorded in Book 3369, pages 1891, dated September 19, 2018)

LOTS 12 & 13, BLOCK 4, LESS AND EXCEPT THE NORTH 3 FEET OF LOT 12, BLOCK 4, OAKDALE MINIATURE FARMS, ACCORDING TO THE PLATT HEREOF AS RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PIN # 04-3N-23-1840-0004-0100 (Deed recorded in Book 3369, pages 1892, dated September 19, 2018)

LOTS 10 & 11, BLOCK 4, AND THE NORTH 3 FEET OF LOT 12, BLOCK 4, OAKDALE MINIATURE FARMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PIN # 04-3N-23-1840-0004-0020 (Deed recorded in Book 3369, pages 1893, dated September 19, 2018)

LOT 2, BLOCK 4, OAKDALE MINIATURE FARMS ADDITION TO THE TOWN OF CRESTVIEW, ACCORDING TO THE PLAT OF SAID SUBDIVISION DRAWN BY T.W. COLEMAN, AND RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

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.

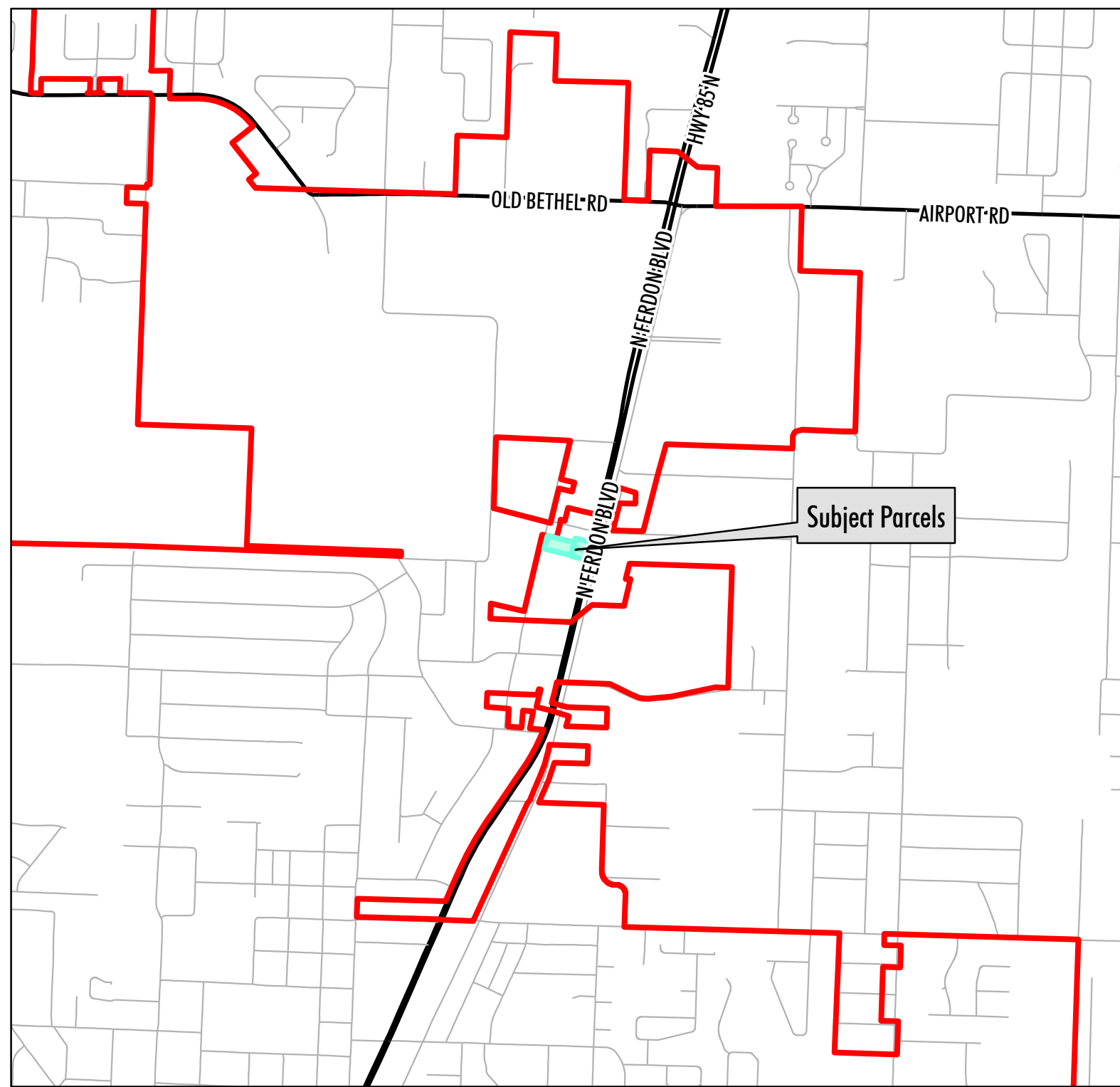
ATTEST:

Maryanne Schrader
City Clerk

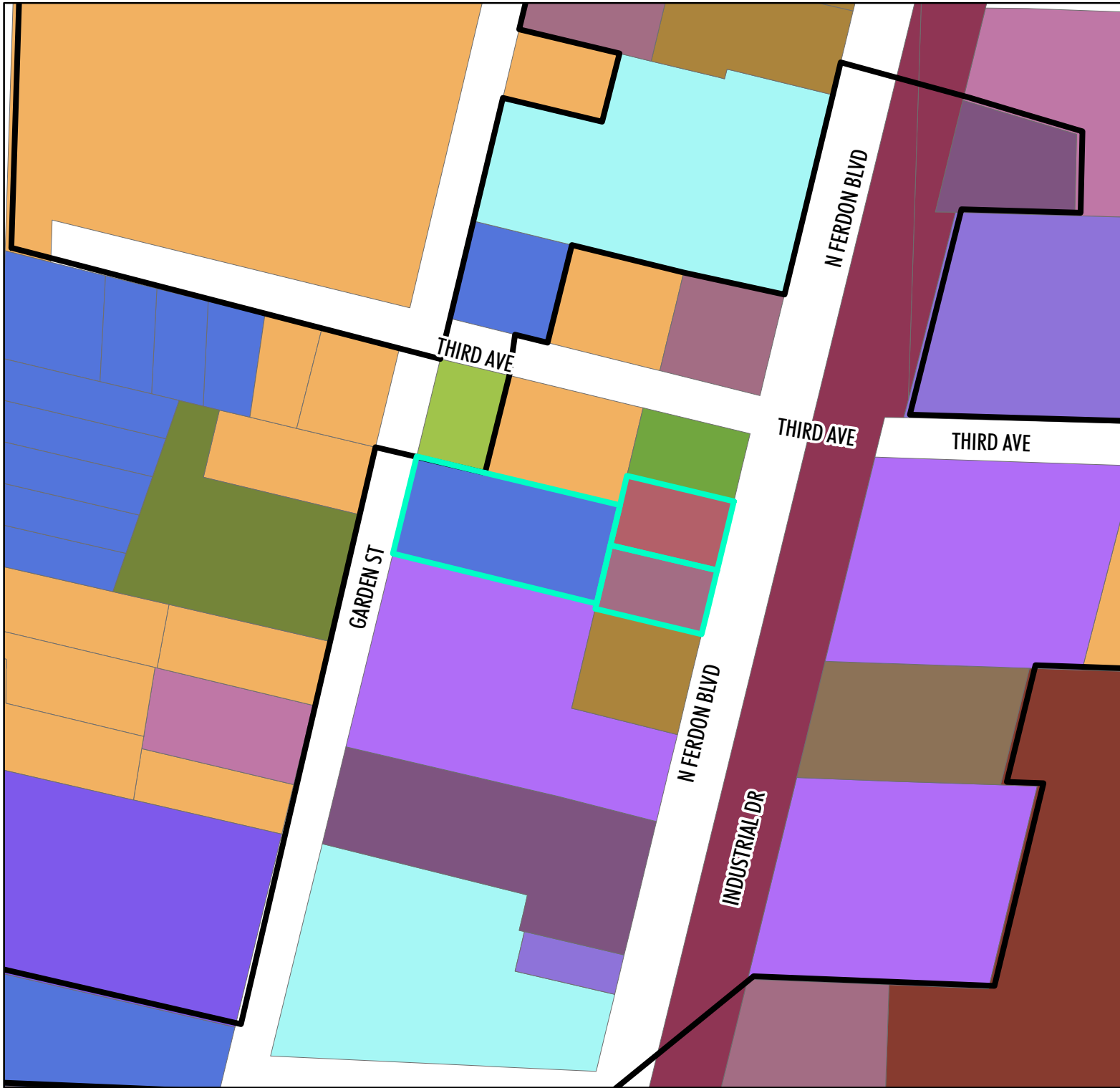
Approved by me this ____ day of _____, 2022.



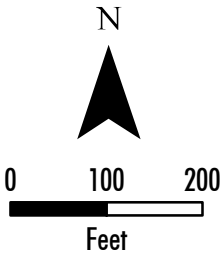
Vicinity Map



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



Existing Use



Legend

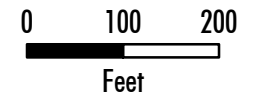
- Subject Parcel
- City Limits

Existing Use

- Churches
- Clubs/Lodges
- Financial
- Gym/Fitness
- Municipal
- No AG Acre
- Office Building
- Private School
- Restaurant
- Service Shop
- Single Family
- Stores
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

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

Current Future Land Use



Legend

 Subject Parcel

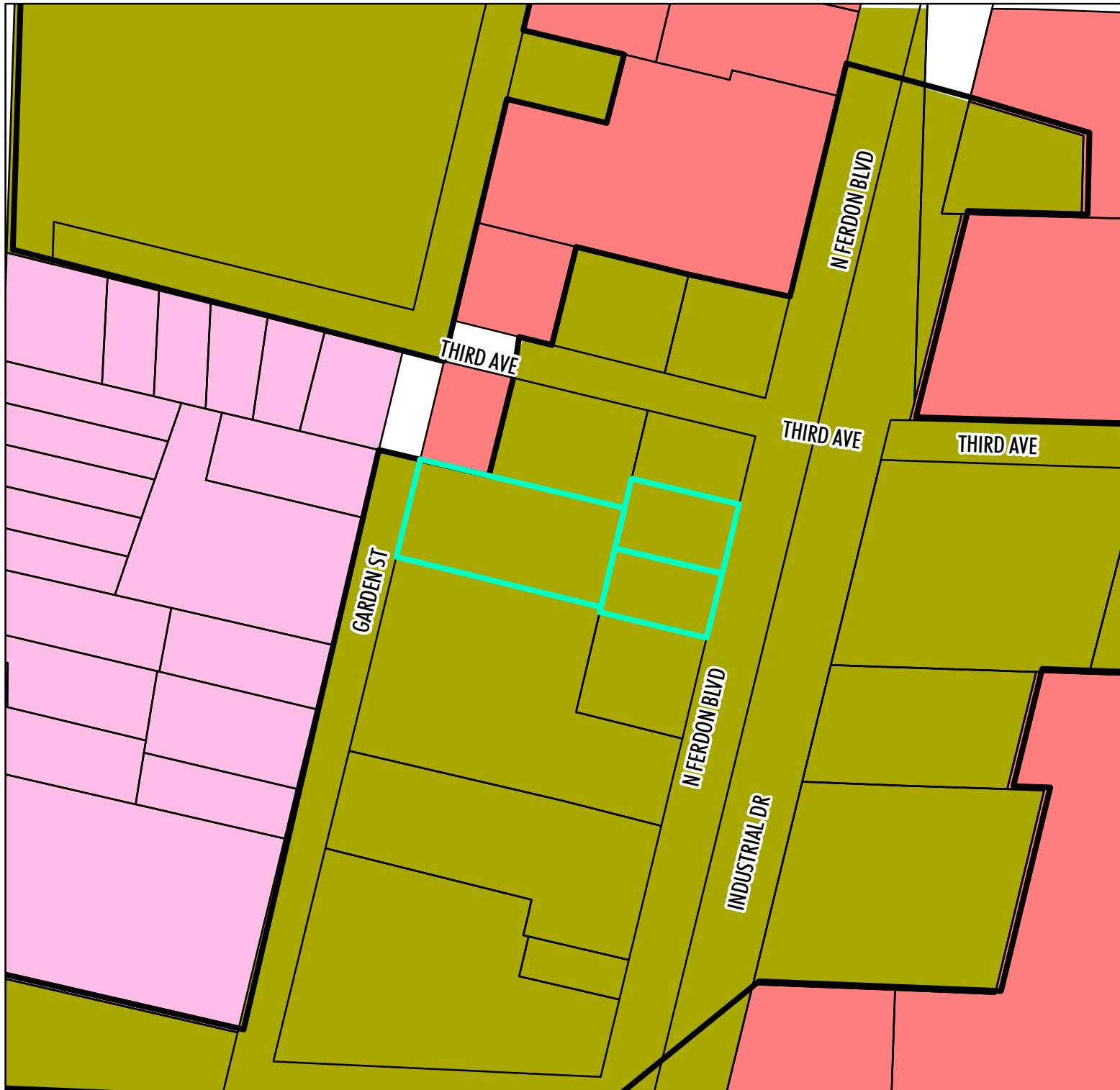
 City Limits

City Future Land Use

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

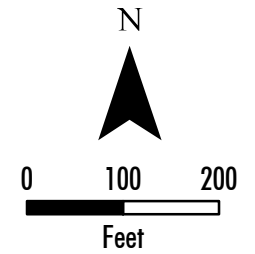
County Future Land Use

-  Mixed Use (MU)



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

Current Zoning



Legend

Subject Parcel

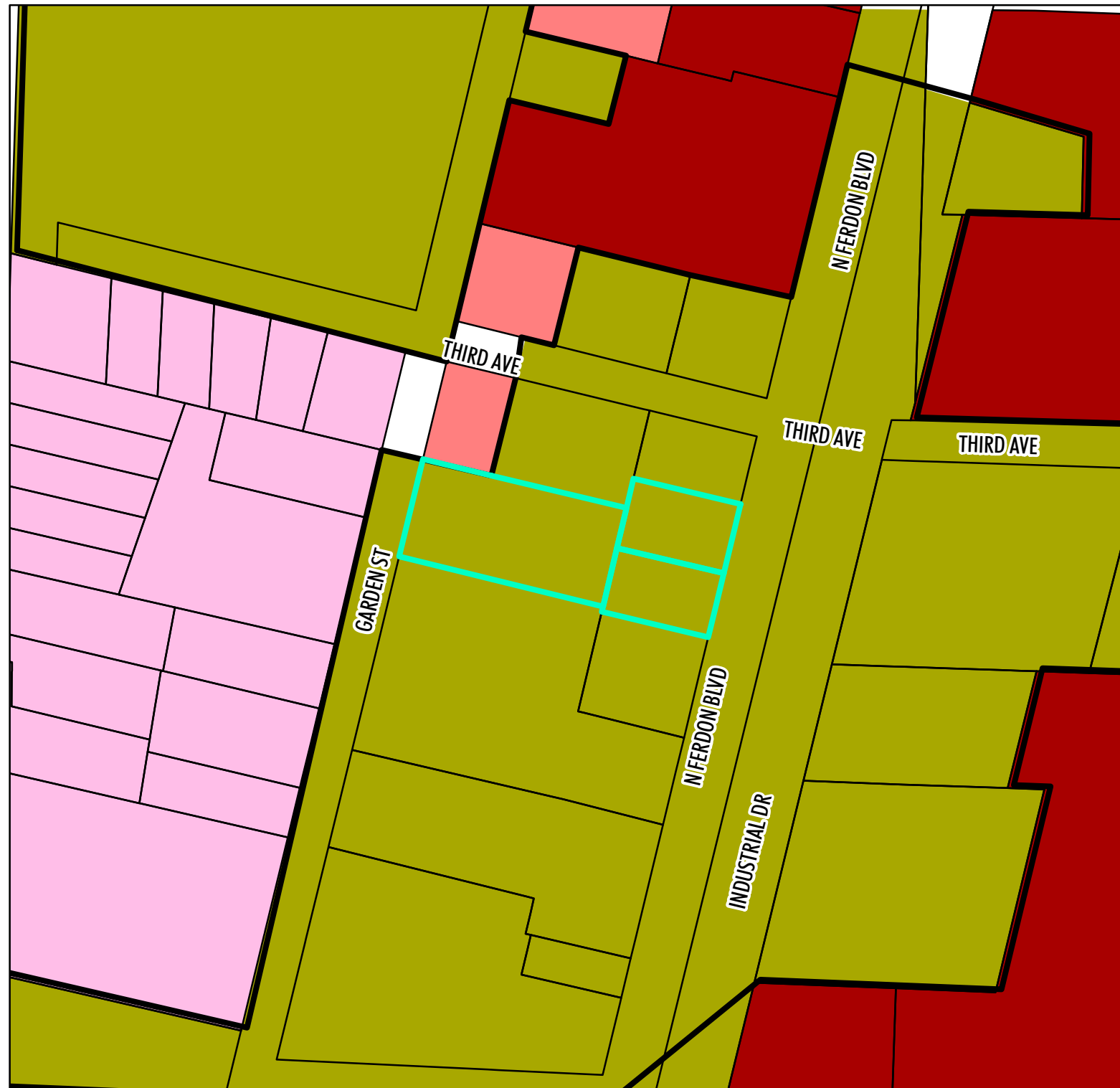
City Limits

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

- Mixed Use (MU)



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

Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

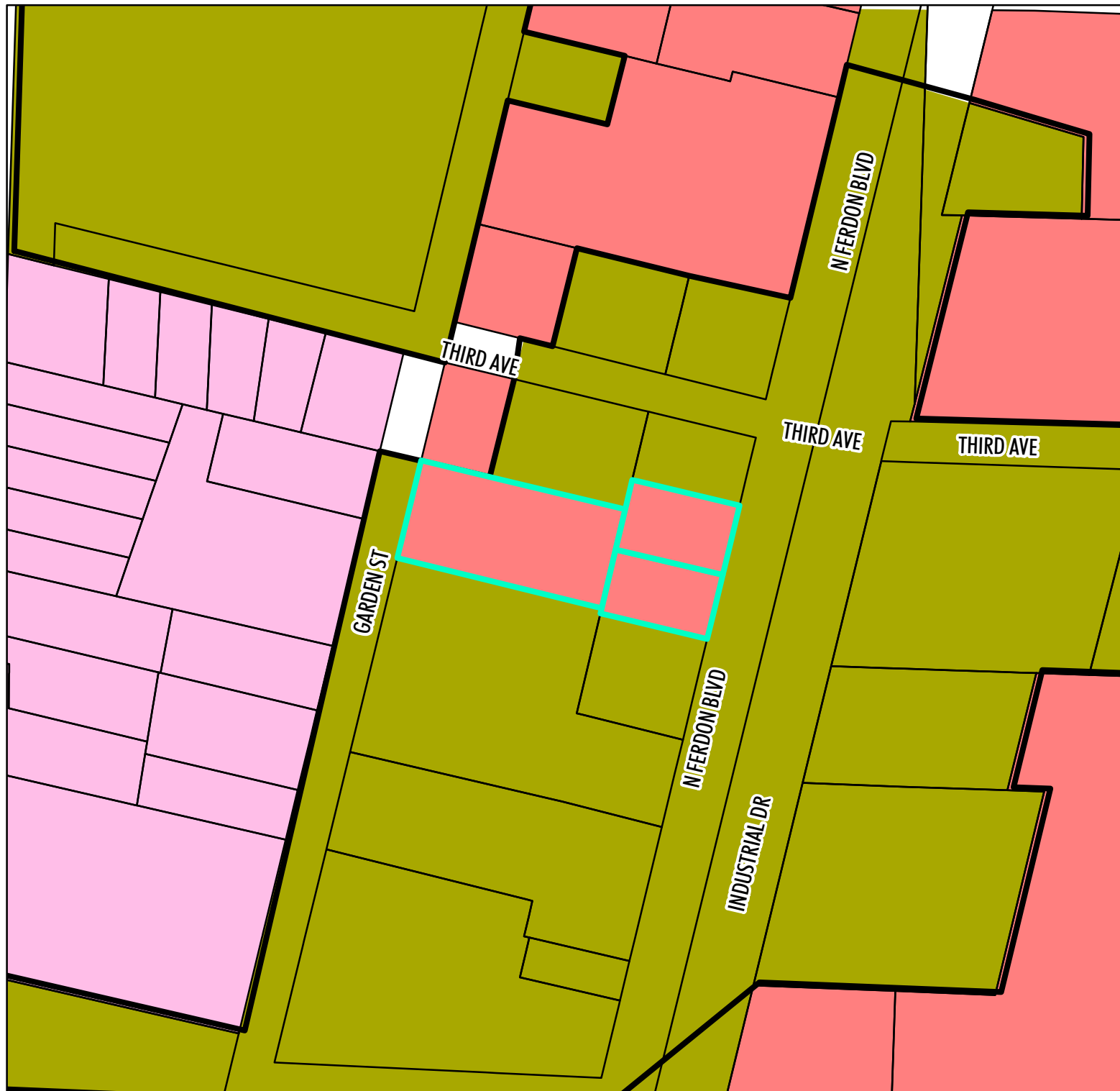
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

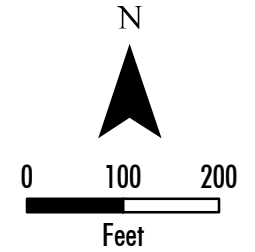
County Future Land Use

 Mixed Use (MU)



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

Proposed Zoning



Legend

Subject Parcel

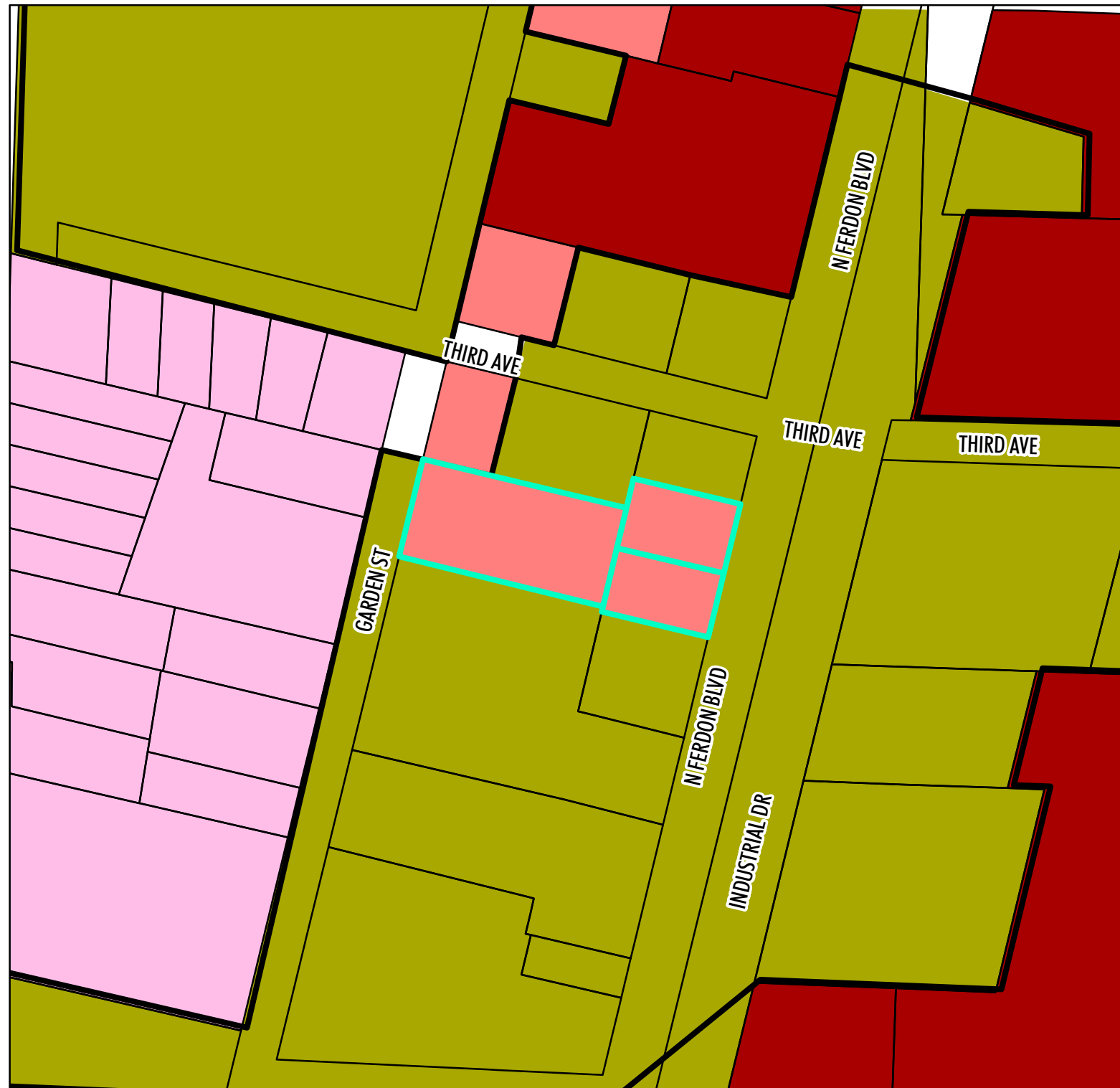
City Limits

City Zoning

- Single Family 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

- Mixed Use (MU)



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

Adopted Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

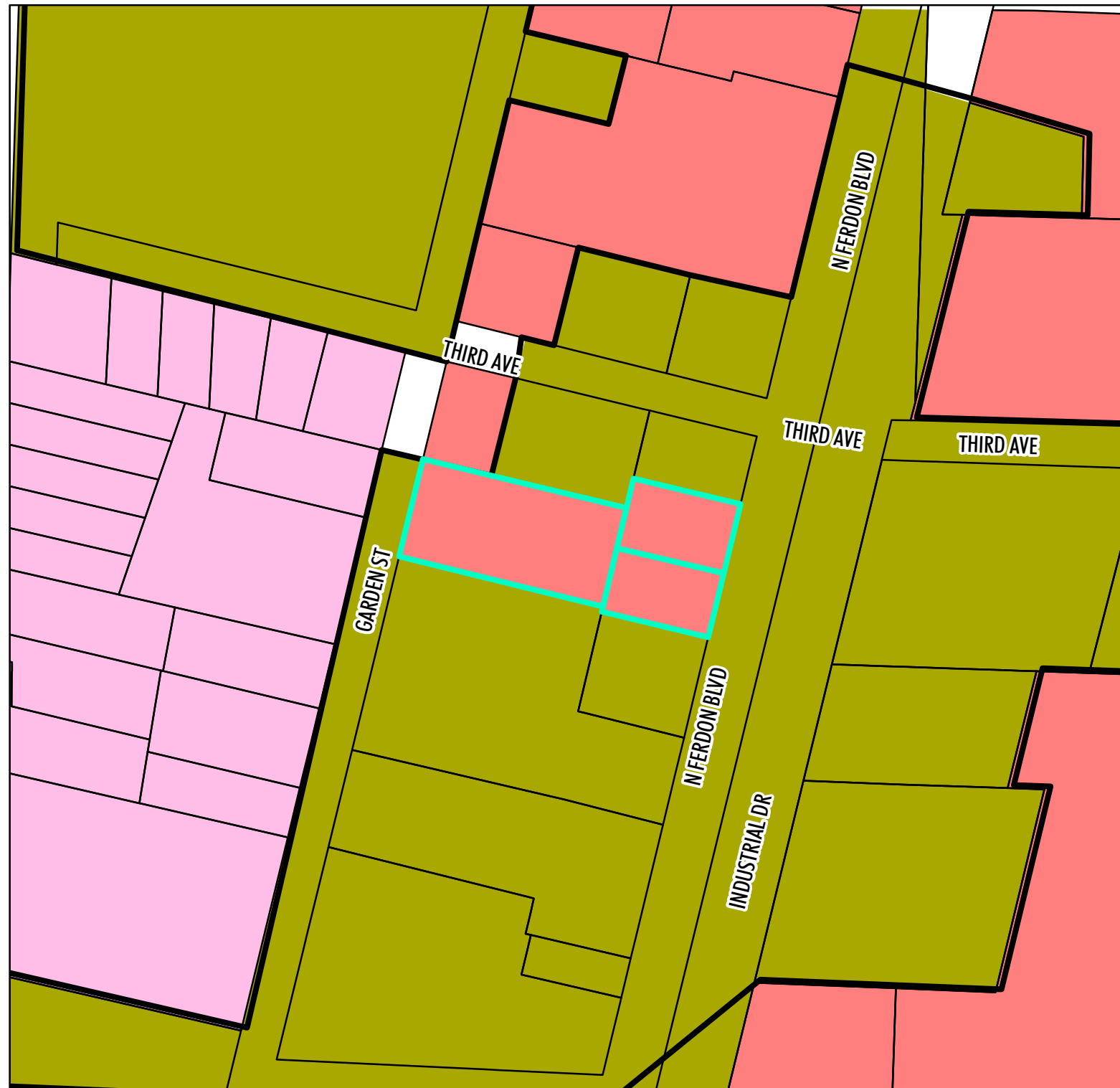
 City Limits

City Future Land Use

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

County Future Land Use

-  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

Adopted Zoning



0 100 200
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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-  Single and Multi-Family Dwelling District (R-3)
-  Mixed Use (MU)
-  Commercial (C-1)
-  Commercial (C-2)
-  Industrial (IN)
-  Public Lands (P)
-  Conservation (E)

County Zoning

-  Mixed Use (MU)

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



Staff Report

CITY COUNCIL MEETING DATE: May 9, 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, Nicholas Schwendt, Gis
DATE: 5/5/2022
SUBJECT: Ordinance 1867 - Hwy 85 & Garden St. Comprehensive Plan Amendment

BACKGROUND:

On March 25, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 1132 & 1134 Highway 85 North and on Garden Street.

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

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

The Planning and Development Board recommended approval of the request on May 2, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Lambert Alisha & Josey Wesley
PO Box 1411
Crestview, FL 32536
04-3N-23-1840-0004-0120
Parcel ID: 04-3N-23-1840-0004-0100
04-3N-23-1840-0004-0020
Site Size: 1.75 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Vacant

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

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

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 can be developed for commercial use.

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

- The proposed future land use map designation is compatible with the surrounding area.
- The proposed future land use map designation is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment 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 April 11, 2022. The property was posted on April 18, 2022. An advertisement ran in the Crestview News Bulletin on April 21 and April 28, 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 1867 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1867

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 1.75 ACRES, MORE OR LESS, IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Mixed Use to Commercial (C) on a parcel of land containing 1.75 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

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

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 1.75 acres of land, more or less, from Okaloosa County Mixed Use to Commercial (C). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 1.75 acres, more or less, is known as Parcels 04-3N-23-1840-0004-0120, 04-3N-23-1840-0004-0100, and 04-3N-23-1840-0004-0020 and commonly described as:

Parcel # 04-3N-23-1840-0004-0120

LOTS 12 & 13, BLOCK 4, LESS AND EXCEPT THE NORTH 3 FEET OF LOT 12, BLOCK 4, OAKDALE MINIATURE FARMS, ACCORDING TO THE PLATT HEREOF AS RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Parcel # 04-3N-23-1840-0004-0100

LOTS 10 & 11, BLOCK 4, AND THE NORTH 3 FEET OF LOT 12, BLOCK 4, OAKDALE MINIATURE FARMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Parcel # 04-3N-23-1840-0004-0020

LOT 2, BLOCK 4, OAKDALE MINIATURE FARMS ADDITION TO THE TOWN OF CRESTVIEW, ACCORDING TO THE PLAT OF SAID SUBDIVISION DRAWN BY T.W. COLEMAN, AND RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

The Commercial (C) Future Land Use Category is hereby imposed on Parcels 04-3N-23-1840-0004-0120, 04-3N-23-1840-0004-0100, and 04-3N-23-1840-0004-0020. 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 04-3N-23-1840-0004-0120, 04-3N-23-1840-0004-0100, and 04-3N-23-1840-0004-0020 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.

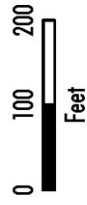
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this ____ day of _____, 2022.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

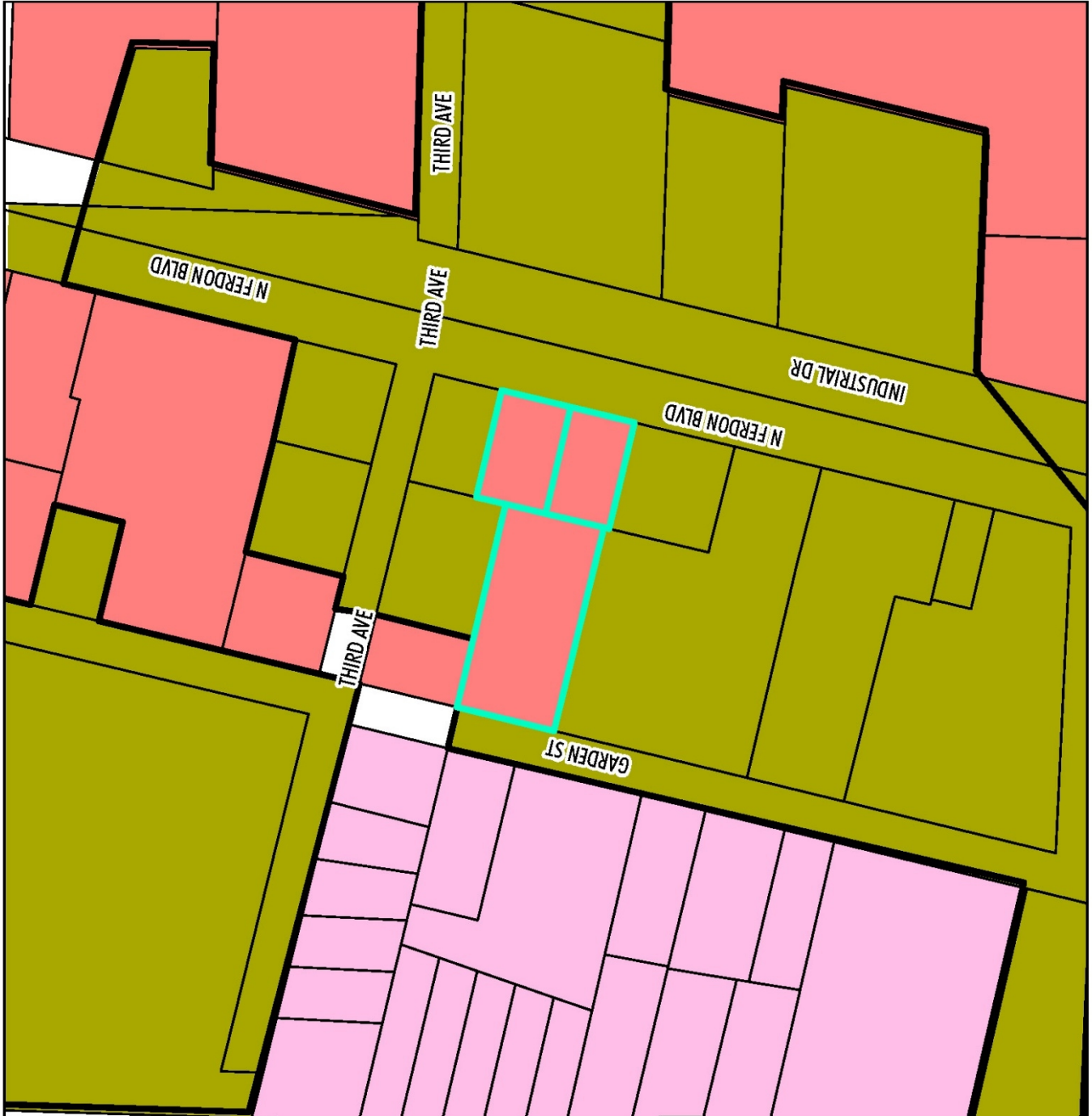
Public Lands (PL)

Residential (R)

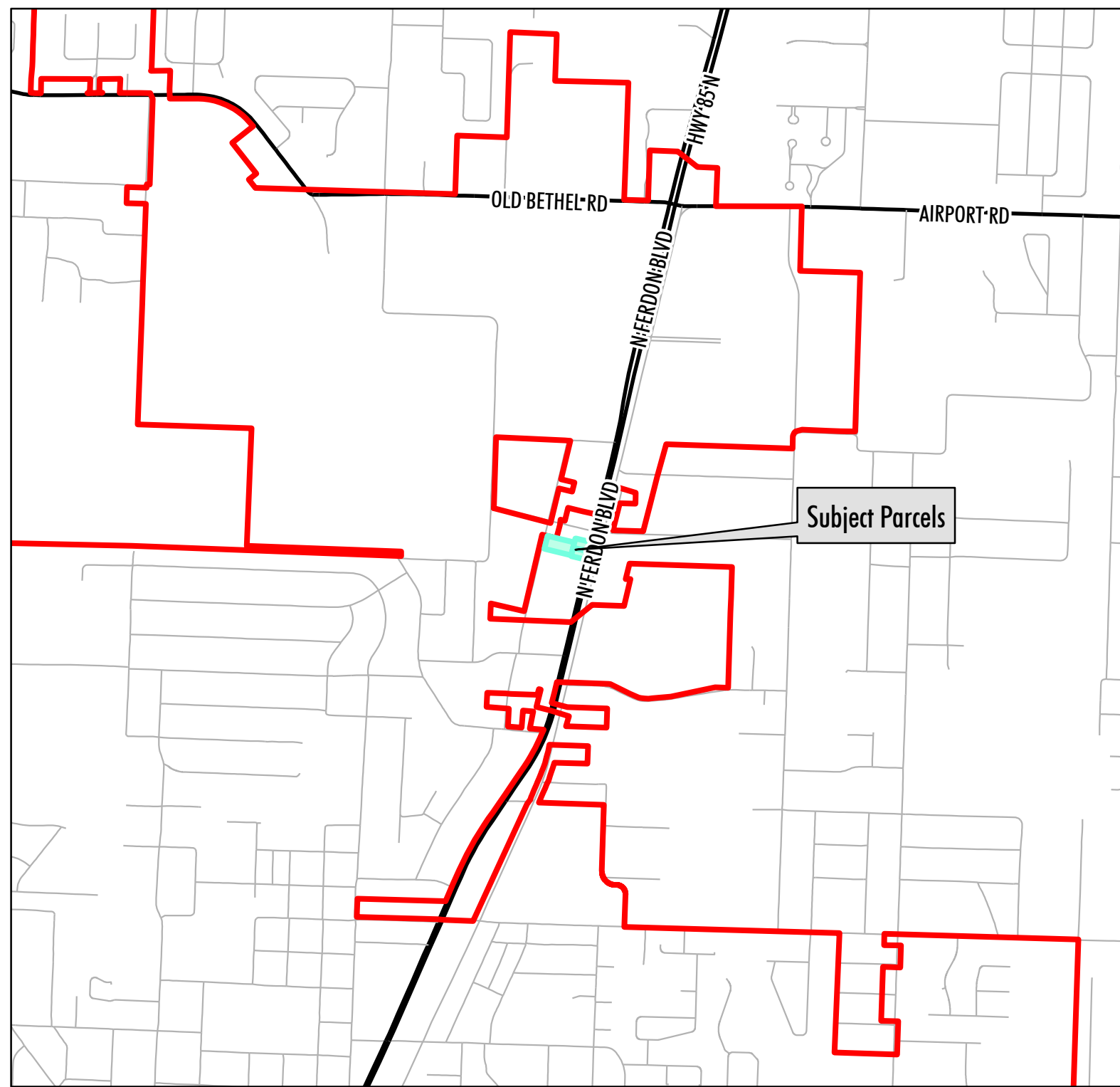
County Future Land Use

Mixed Use (MU)

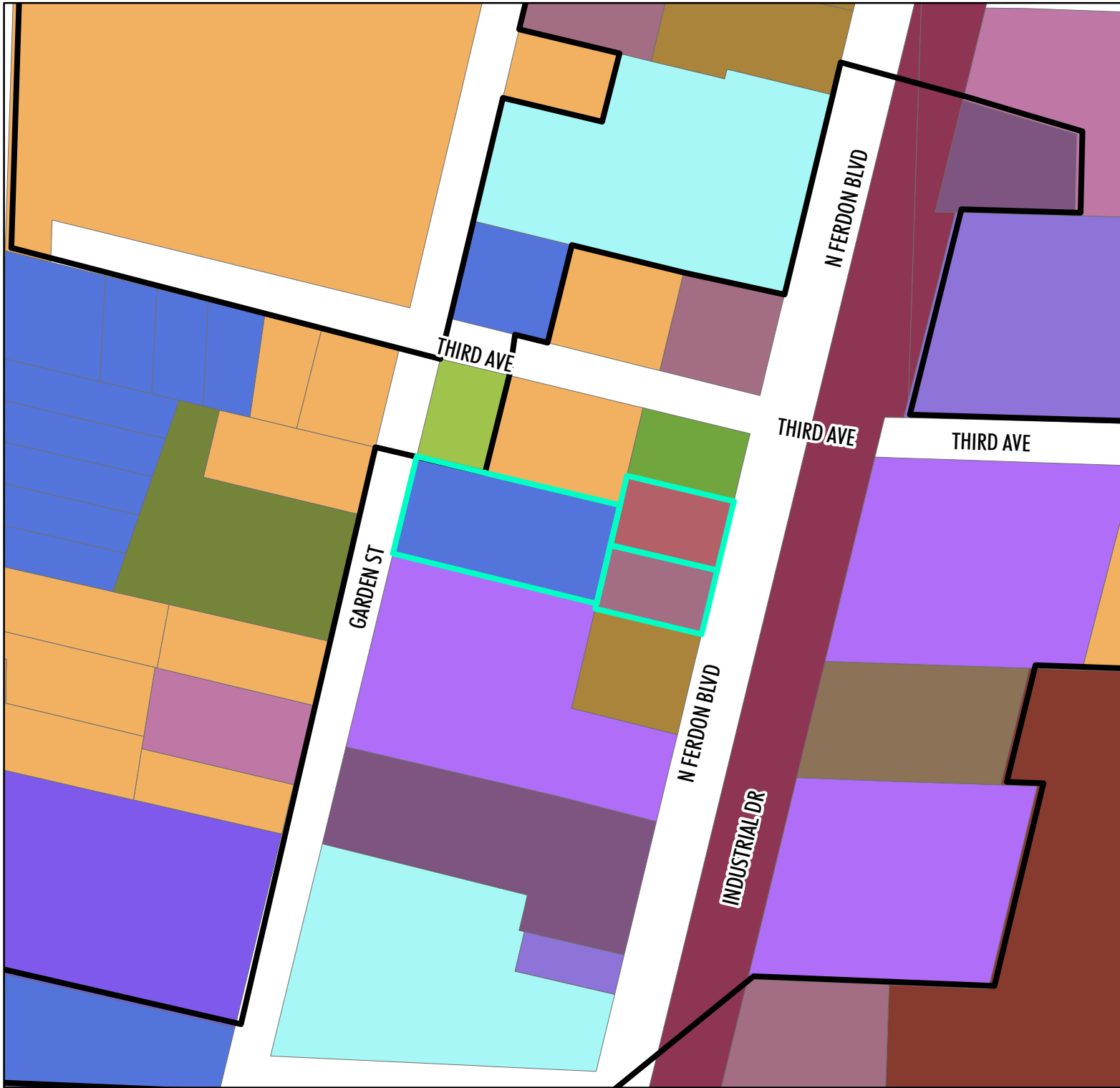
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



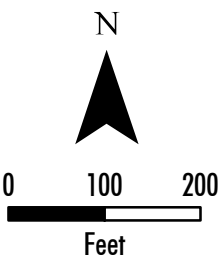
Vicinity Map



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



Existing Use



Legend

- Subject Parcel
- City Limits

Existing Use

- Churches
- Clubs/Lodges
- Financial
- Gym/Fitness
- Municipal
- No AG Acre
- Office Building
- Private School
- Restaurant
- Service Shop
- Single Family
- Stores
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

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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



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

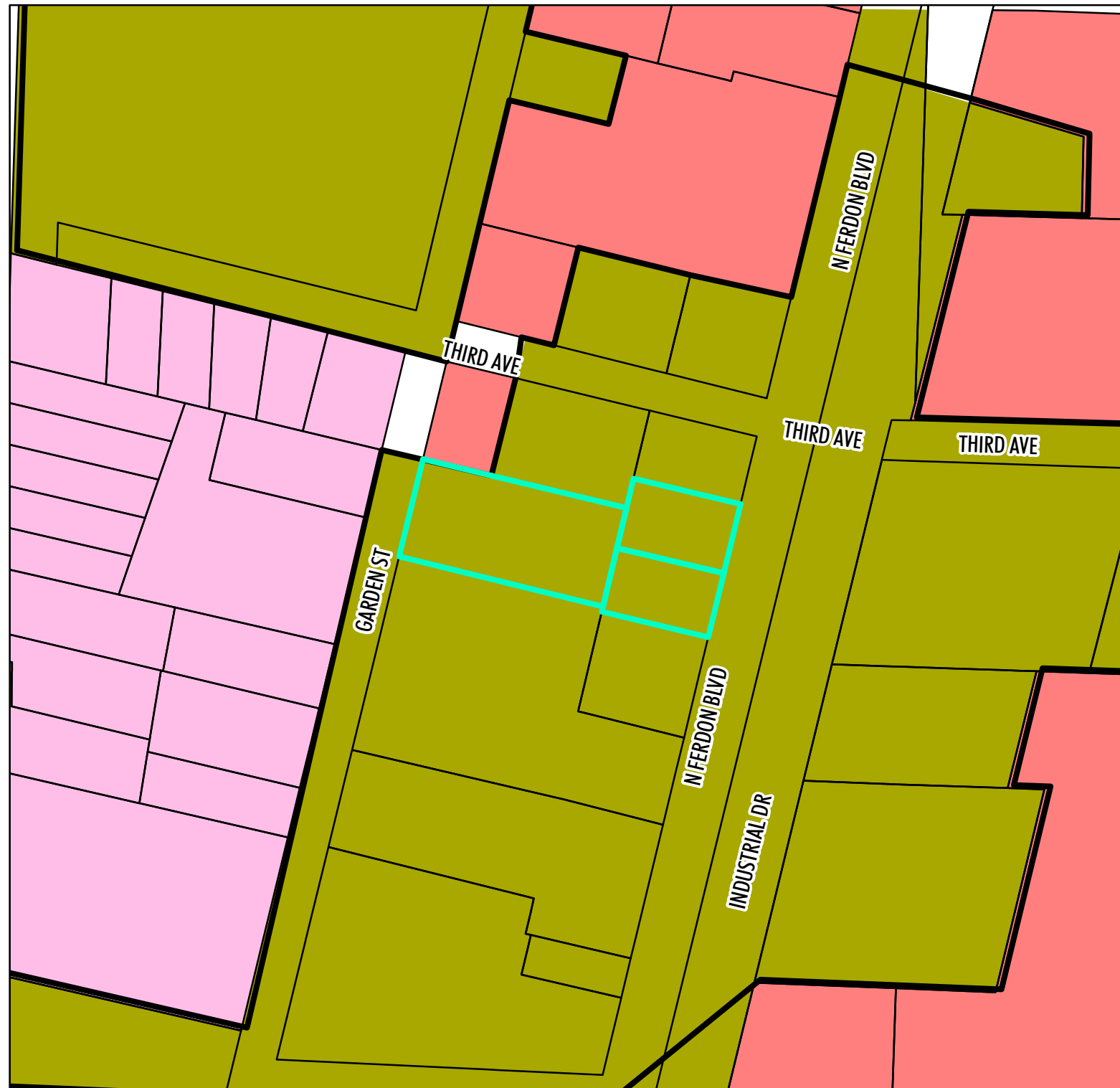
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

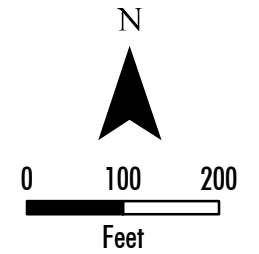
County Future Land Use

 Mixed Use (MU)



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

Current Zoning



Legend

Subject Parcel

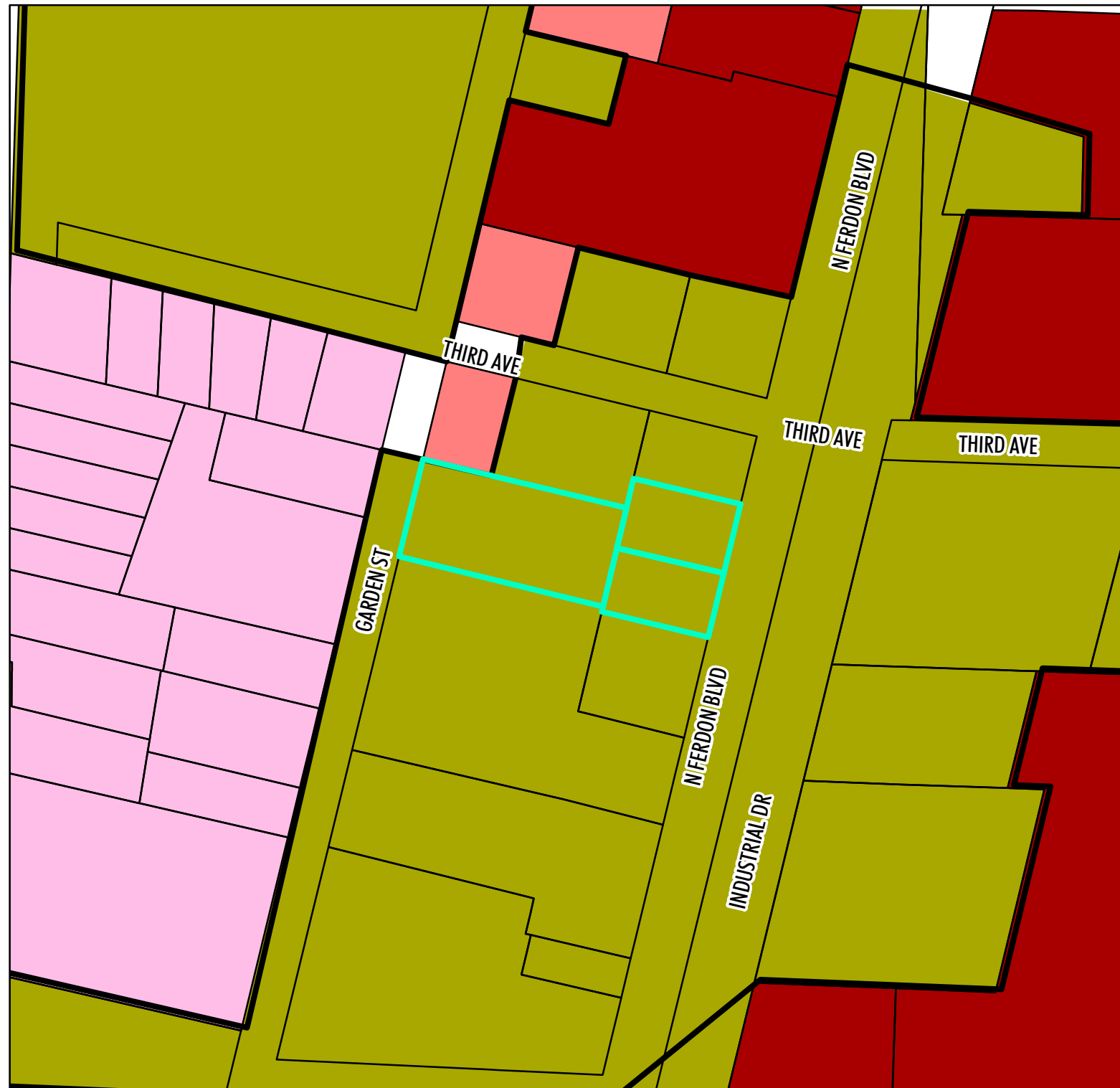
City Limits

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

- Mixed Use (MU)



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

Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

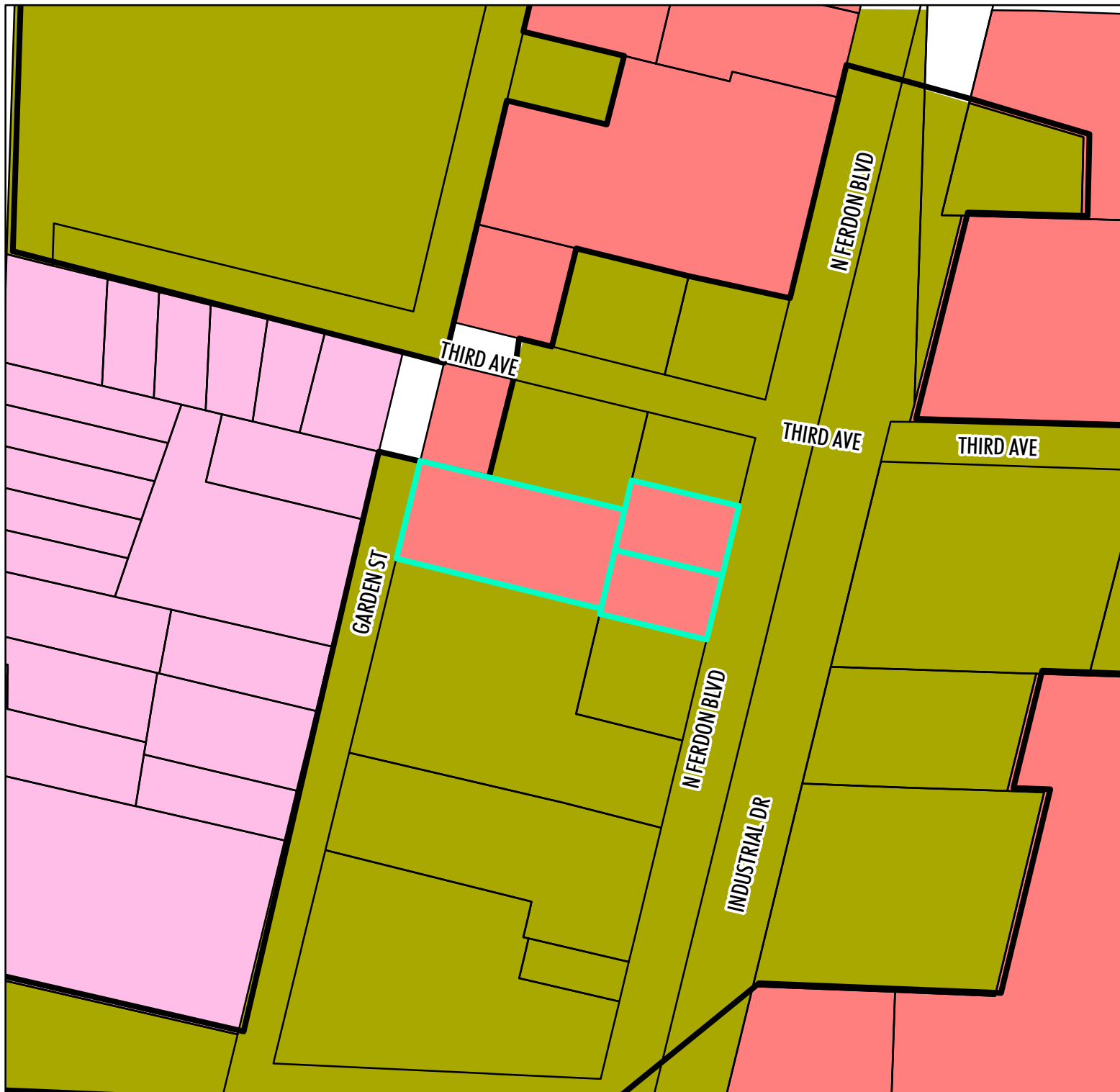
 Conservation (CON)

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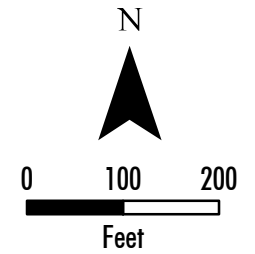
County Future Land Use

 Mixed Use (MU)



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

Proposed Zoning



Legend

 Subject Parcel

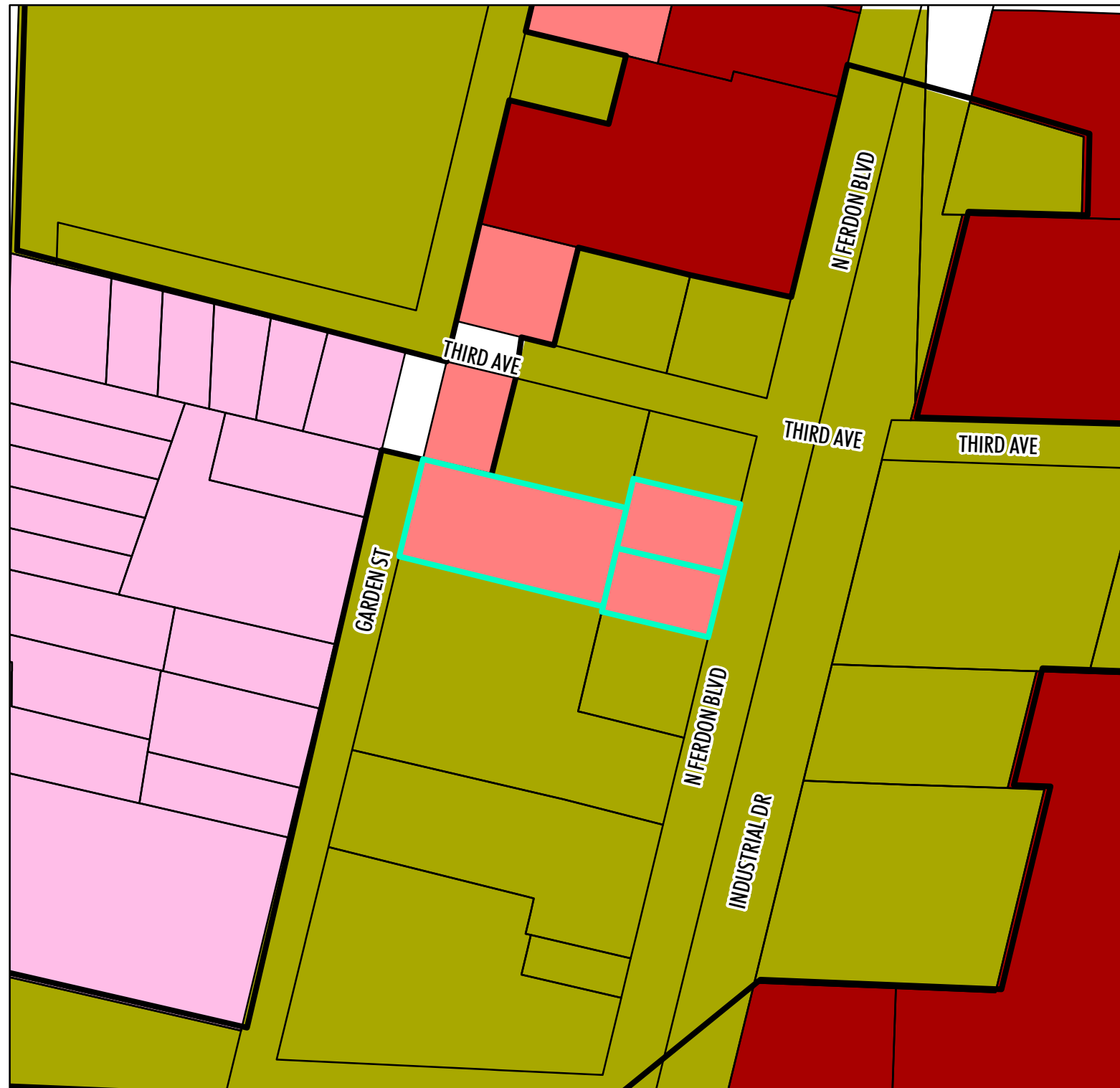
 City Limits

City Zoning

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-  Commercial (C-2)
-  Industrial (IN)
-  Public Lands (P)
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County Zoning

-  Mixed Use (MU)



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COMMUNITY DEVELOPMENT SERVICES
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U.S. SURVEY FEET

Adopted Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

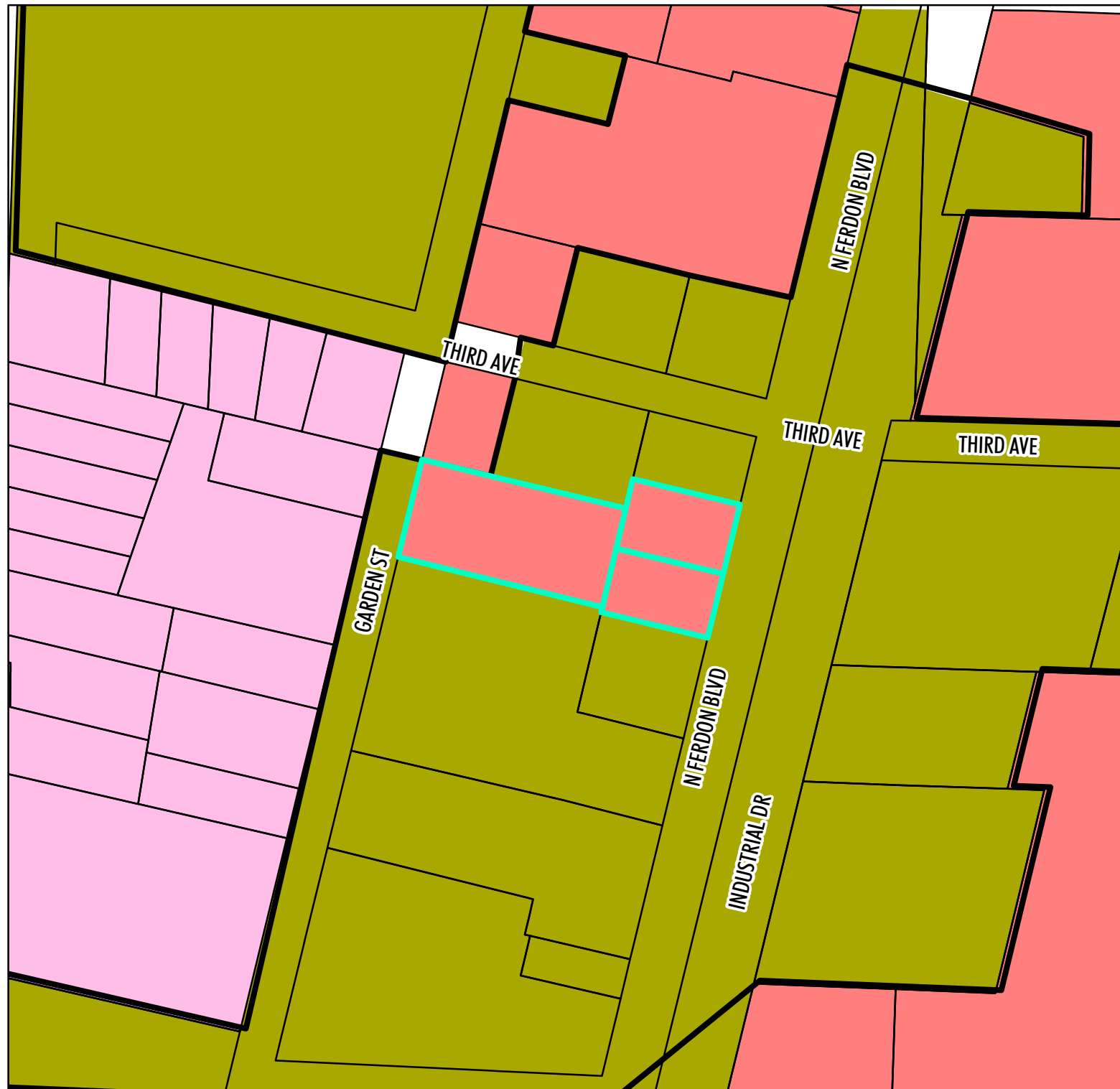
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

County Future Land Use

 Mixed Use (MU)



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U.S. SURVEY FEET

Adopted Zoning



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Zoning

-  Single Family Estate Dwelling District (R-1E)
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-  Public Lands (P)
-  Conservation (E)

County Zoning

-  Mixed Use (MU)

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



Staff Report

CITY COUNCIL MEETING DATE: May 9, 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, Nicholas Schwendt, Gis
DATE: 5/4/2022
SUBJECT: Ordinance 1868 - Hwy 85 & Garden St Rezoning

BACKGROUND:

On March 25, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 1132 & 1134 Highway 85 North and on Garden Street.

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

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

The Planning and Development Board recommended approval of the request on May 2, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Lambert Alisha & Josey Wesley
PO Box 1411
Crestview, FL 32536
04-3N-23-1840-0004-0120
Parcel ID: 04-3N-23-1840-0004-0100
04-3N-23-1840-0004-0020
Site Size: 1.75 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Vacant

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

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

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 can be developed for commercial use.

Staff reviewed the request for rezoning and finds the following:

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on April 11, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on April 11, 2022. The property was posted on April 18, 2022. An advertisement ran in the Crestview News Bulletin on April 21 and April 28, 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 1868 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1868

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 1.75 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY MIXED USE ZONING DISTRICT TO THE COMMERCIAL LOW-INTENSITY DISTRICT (C-1) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 2 – PROPERTY REZONED. The following described 1.75 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 1.75 acres, more or less, being formerly zoned Okaloosa County Mixed Use with the Commercial (C) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1867, is hereby rezoned to Commercial Low-Intensity District (C-1) to wit:

PIN # 04-3N-23-1840-0004-0120

LOTS 12 & 13, BLOCK 4, LESS AND EXCEPT THE NORTH 3 FEET OF LOT 12, BLOCK 4, OAKDALE MINIATURE FARMS, ACCORDING TO THE PLATT HEREOF AS RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PIN # 04-3N-23-1840-0004-0100

LOTS 10 & 11, BLOCK 4, AND THE NORTH 3 FEET OF LOT 12, BLOCK 4, OAKDALE MINIATURE FARMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PIN # 04-3N-23-1840-0004-0020

LOT 2, BLOCK 4, OAKDALE MINIATURE FARMS ADDITION TO THE TOWN OF CRESTVIEW, ACCORDING TO THE PLAT OF SAID SUBDIVISION DRAWN BY T.W. COLEMAN, AND RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

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

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

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

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

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

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1867 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the ____ day of _____, 2022.

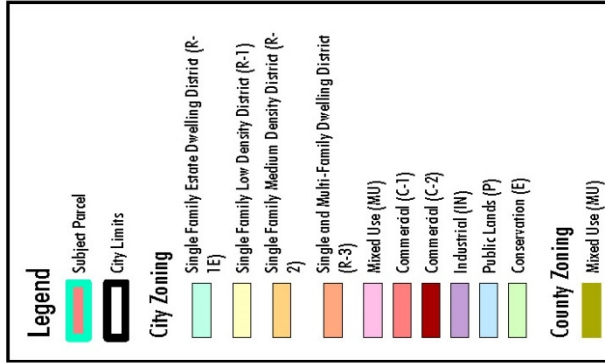
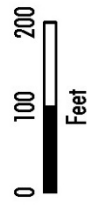
ATTEST:

Maryanne Schrader
City Clerk

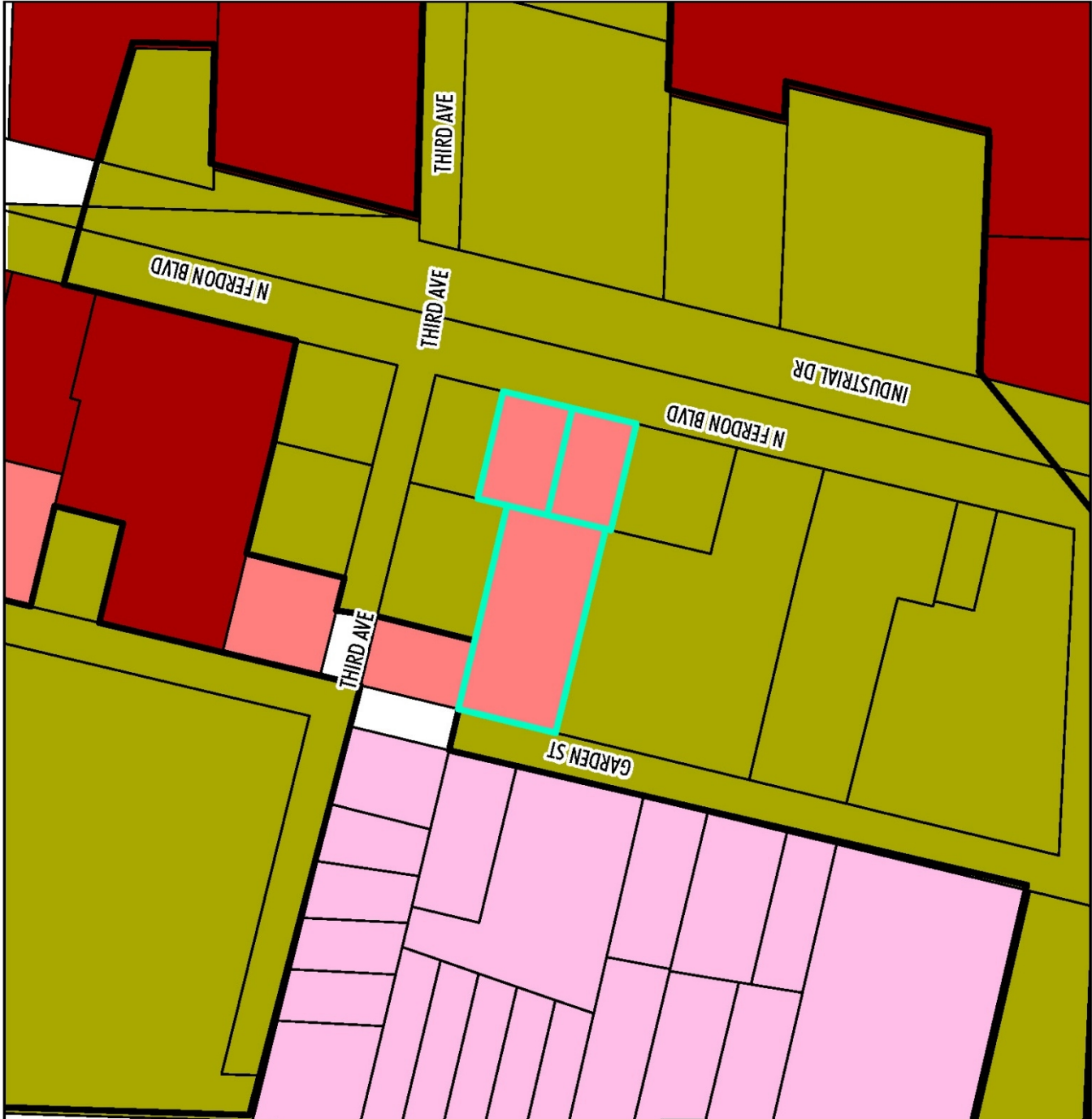
Approved by me this ____ day of _____, 2022.

J. B. Whitten
Mayor

Adopted Zoning



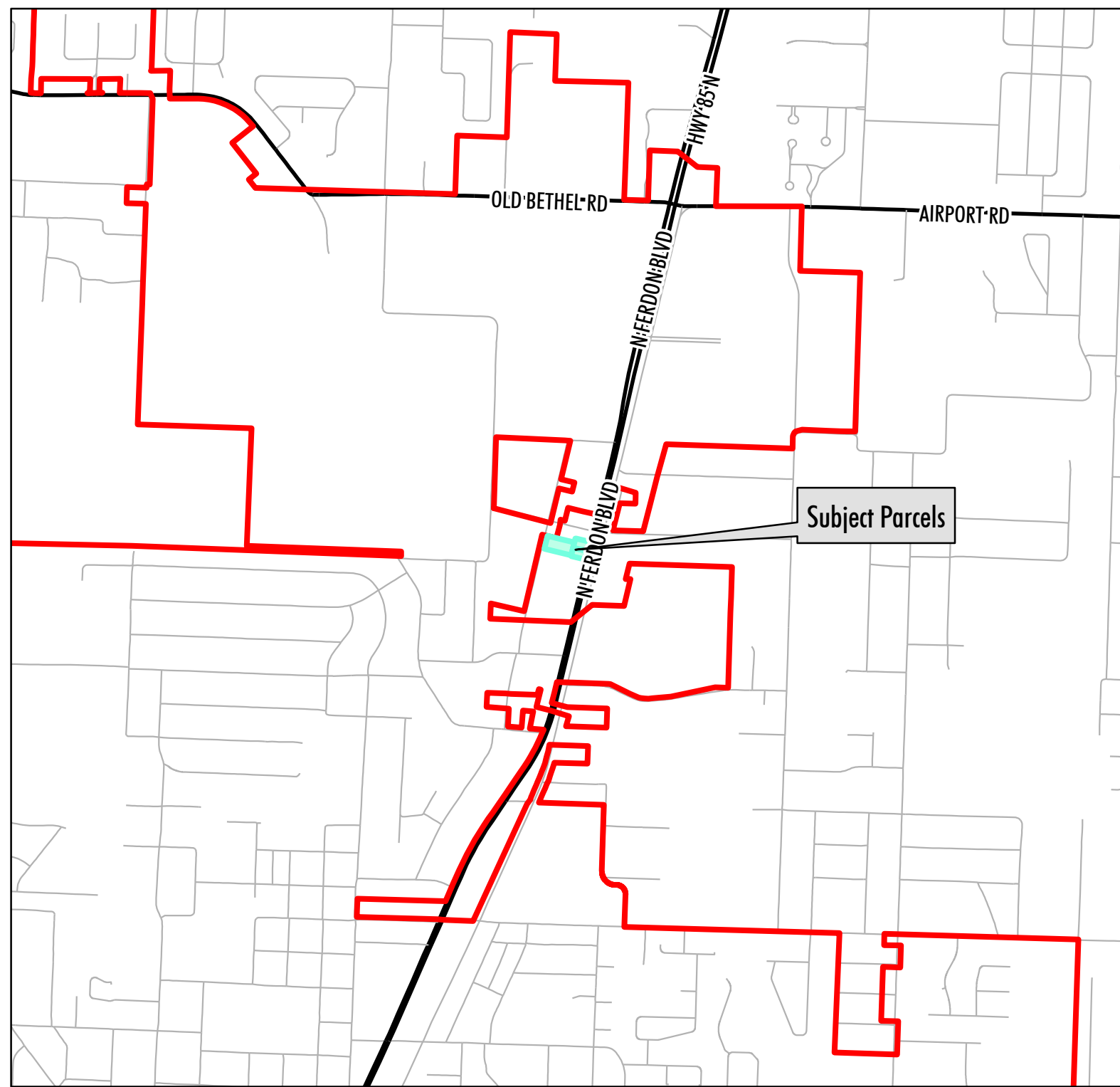
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



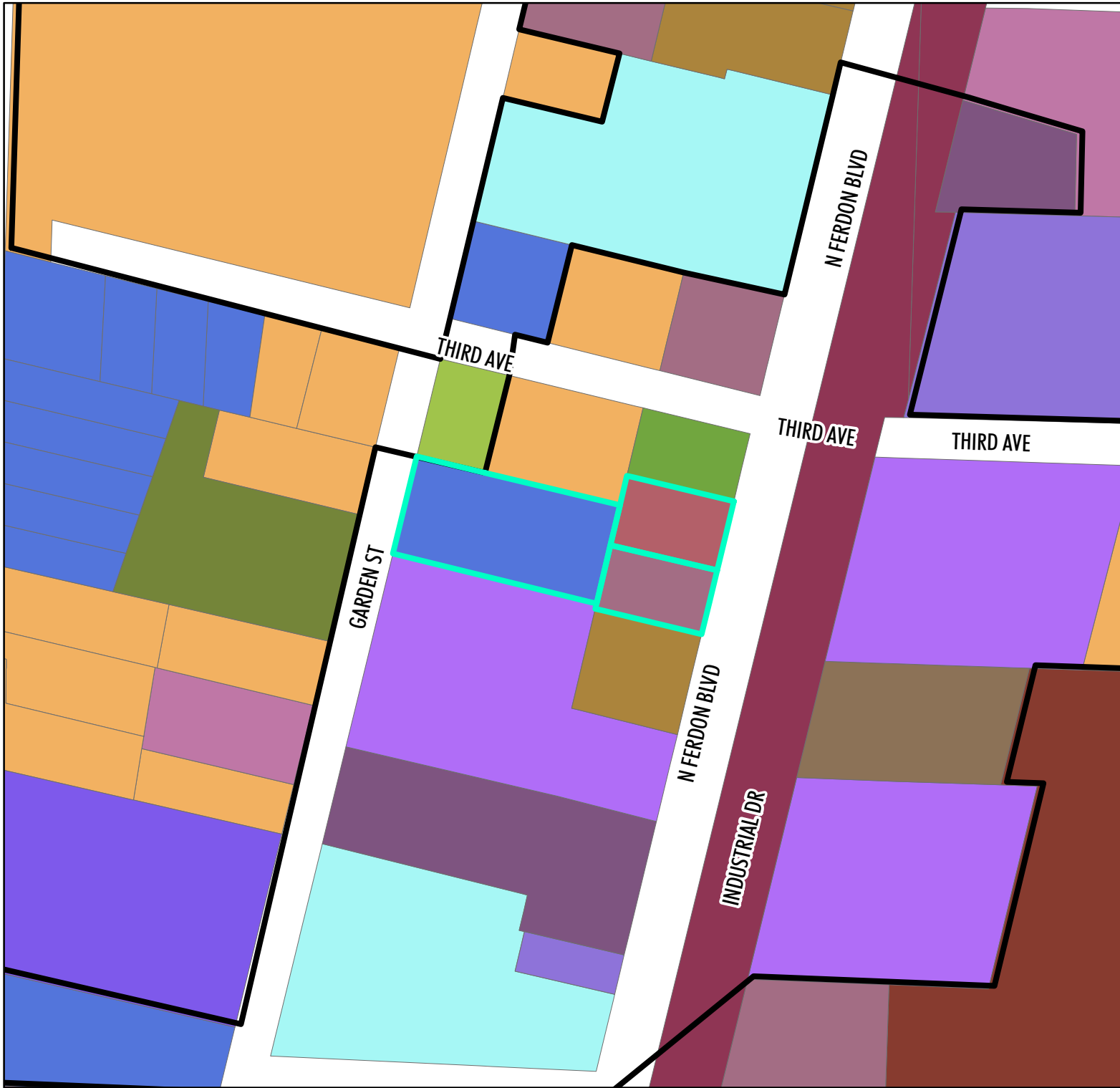
Vicinity Map



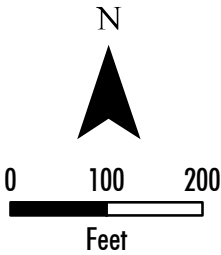
Not to Scale



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



Existing Use



Legend

- Subject Parcel
- City Limits

Existing Use

- Churches
- Clubs/Lodges
- Financial
- Gym/Fitness
- Municipal
- No AG Acre
- Office Building
- Private School
- Restaurant
- Service Shop
- Single Family
- Stores
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

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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



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

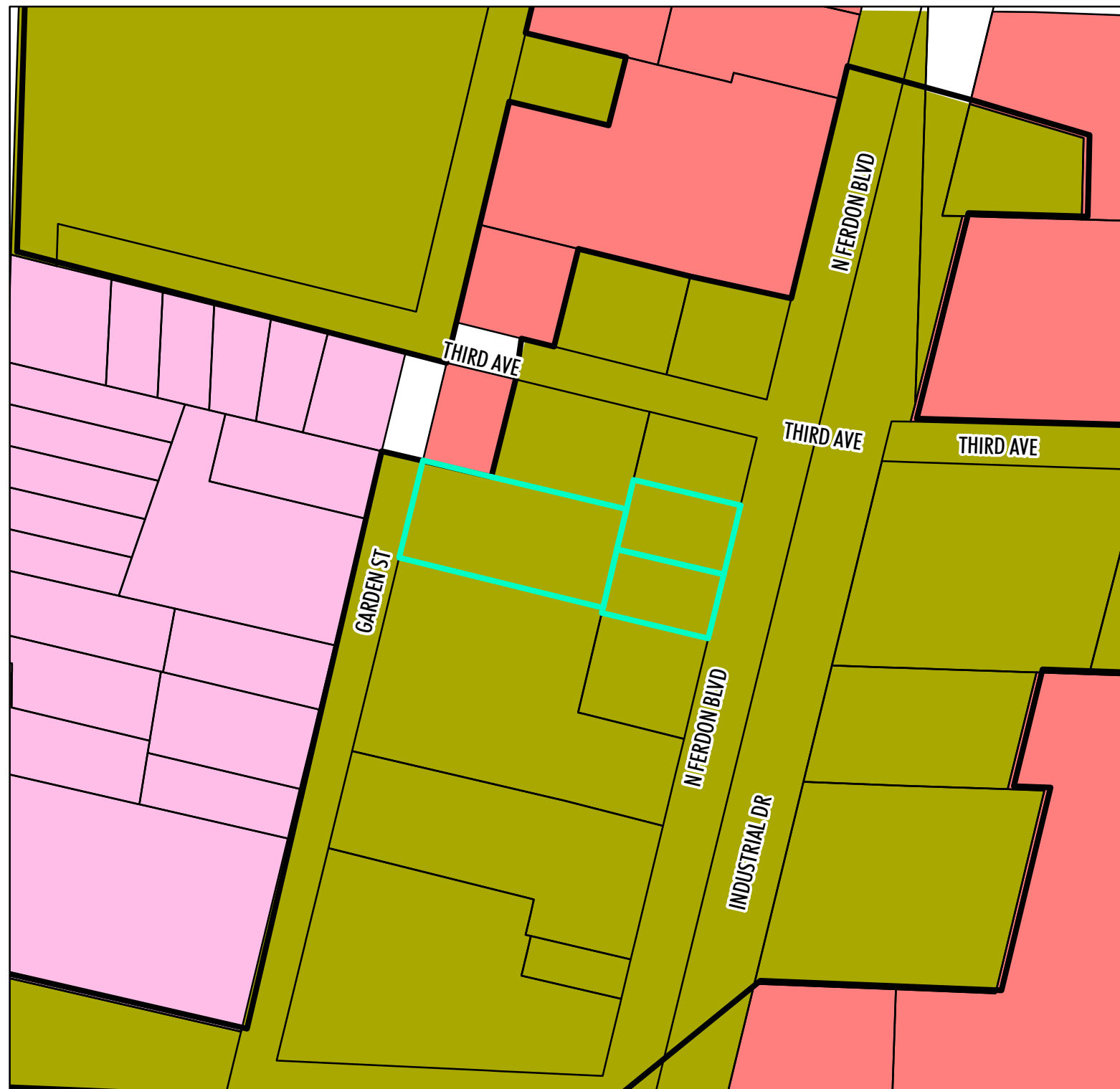
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

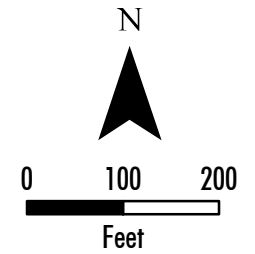
County Future Land Use

 Mixed Use (MU)



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

Current Zoning



Legend

Subject Parcel

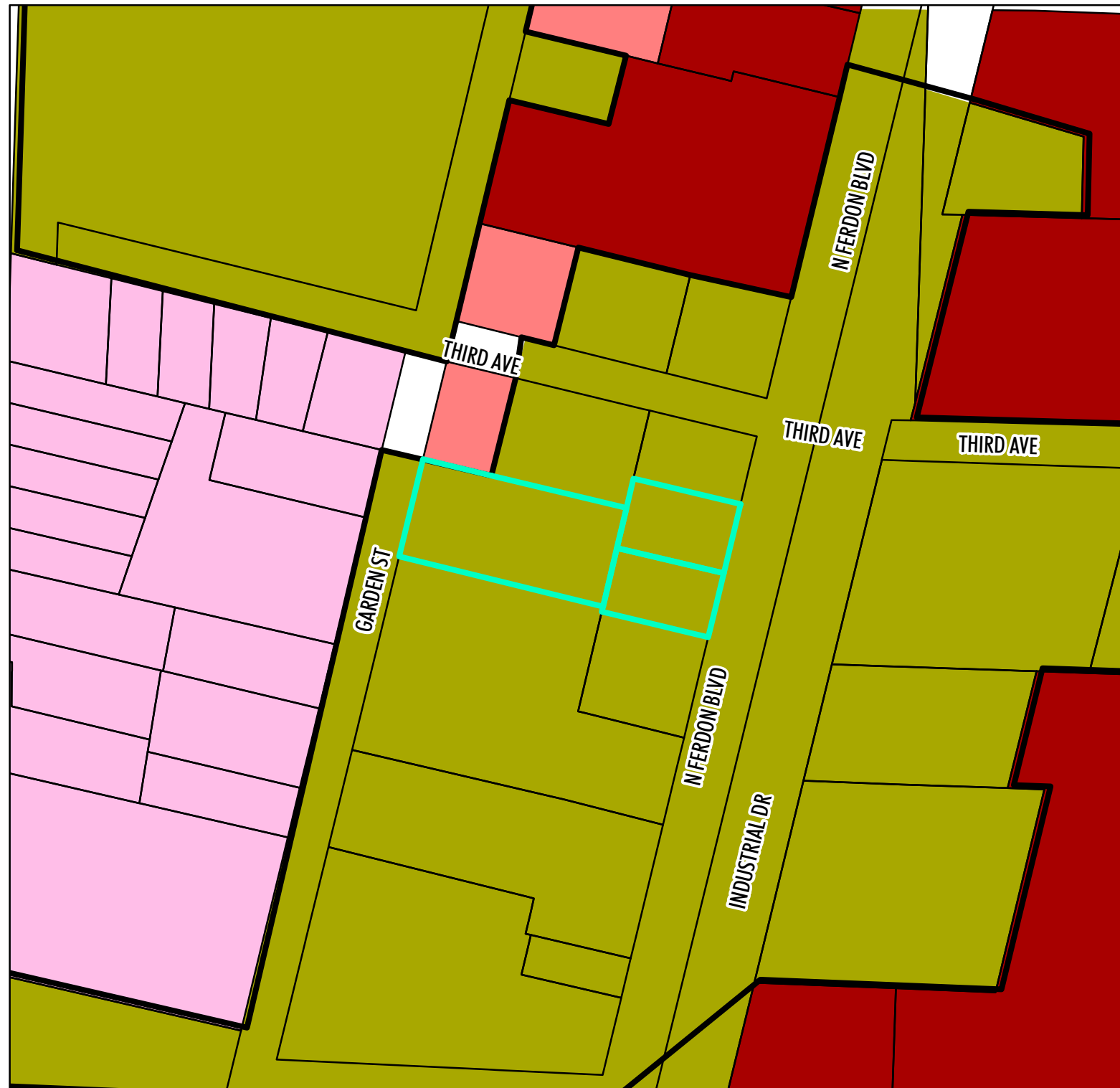
City Limits

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

- Mixed Use (MU)



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

Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

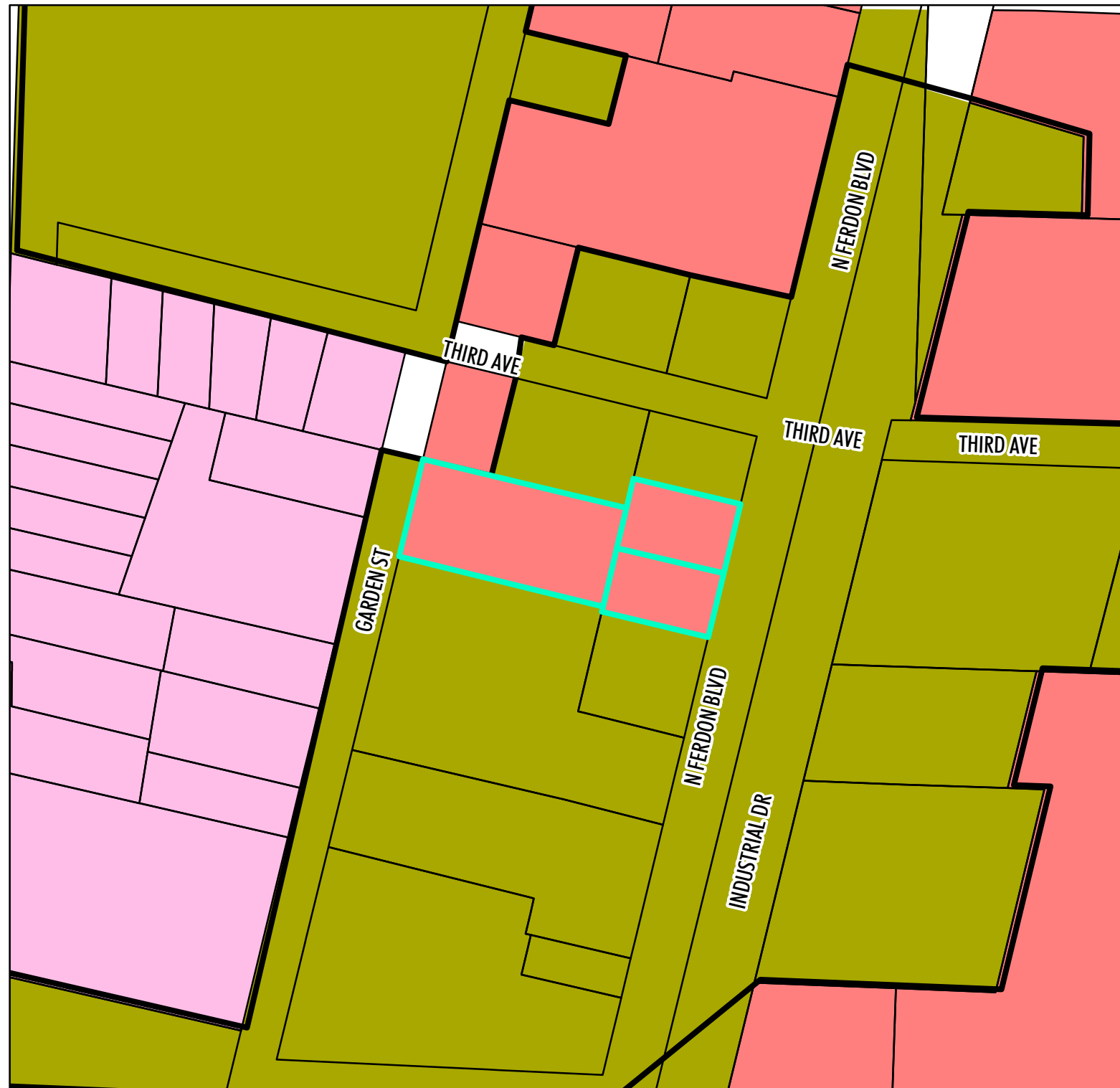
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

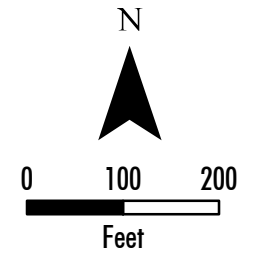
County Future Land Use

 Mixed Use (MU)



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

Proposed Zoning



Legend

Subject Parcel

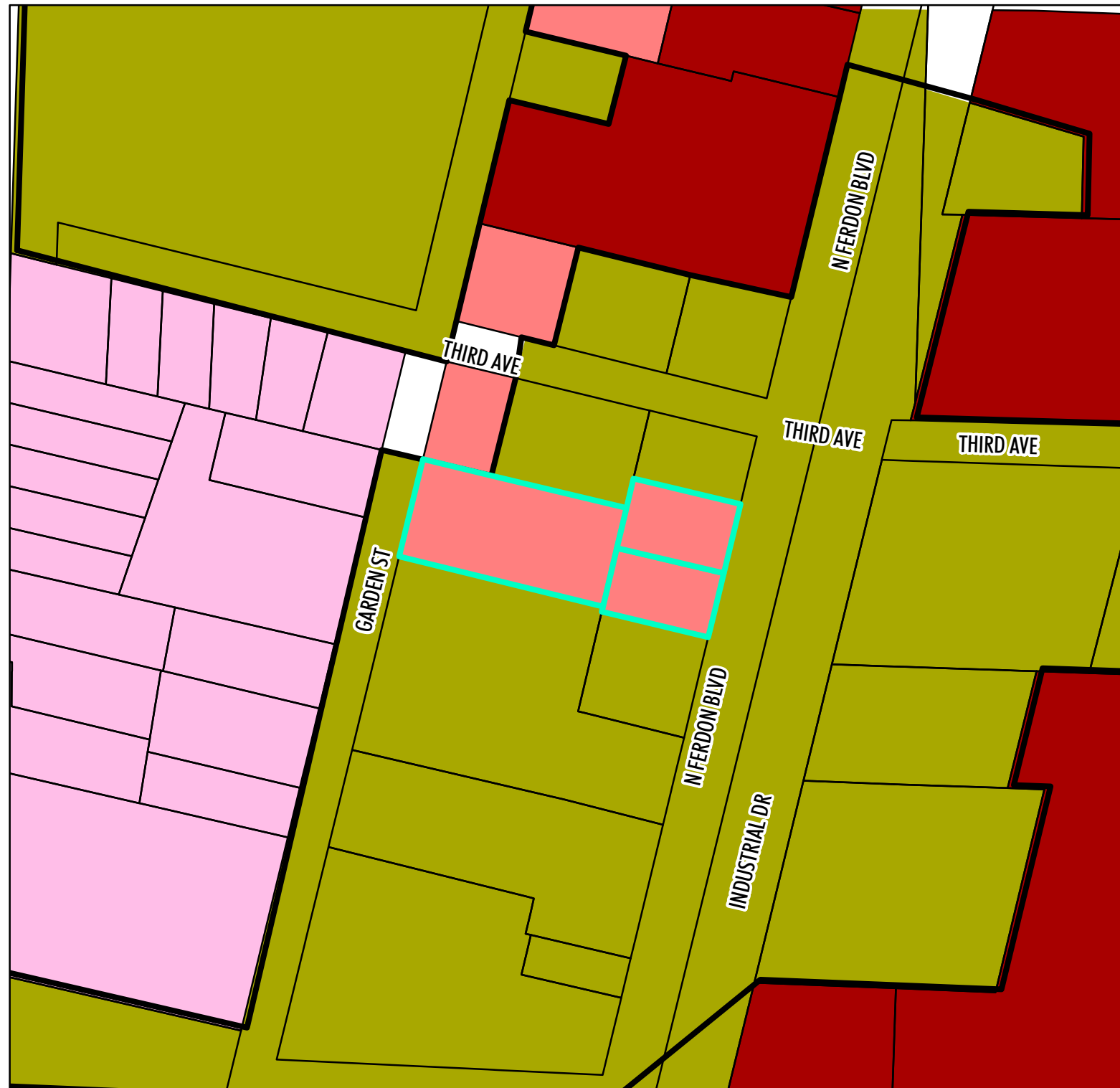
City Limits

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

- Mixed Use (MU)



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

Adopted Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

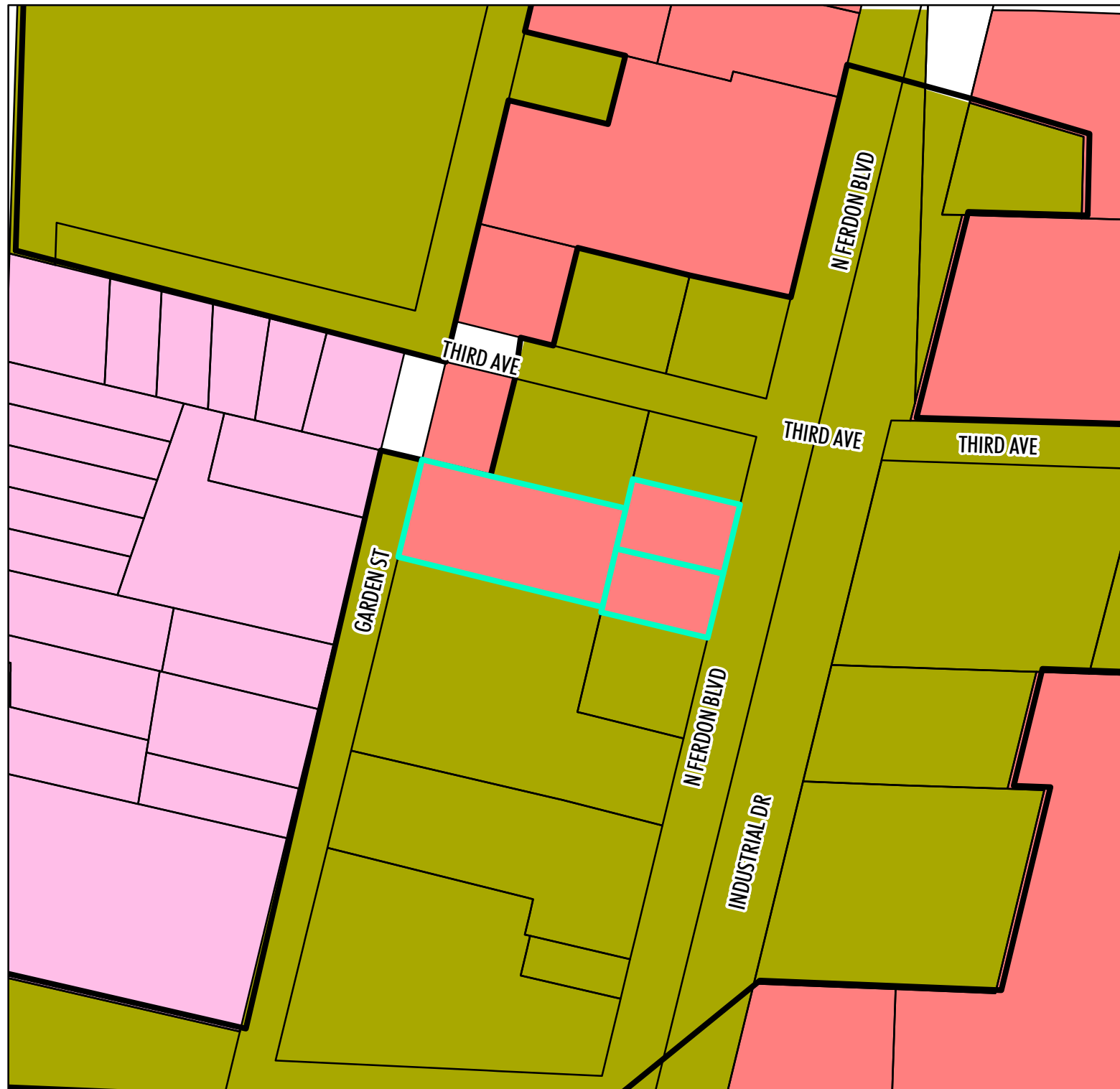
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

County Future Land Use

 Mixed Use (MU)



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

Adopted Zoning



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

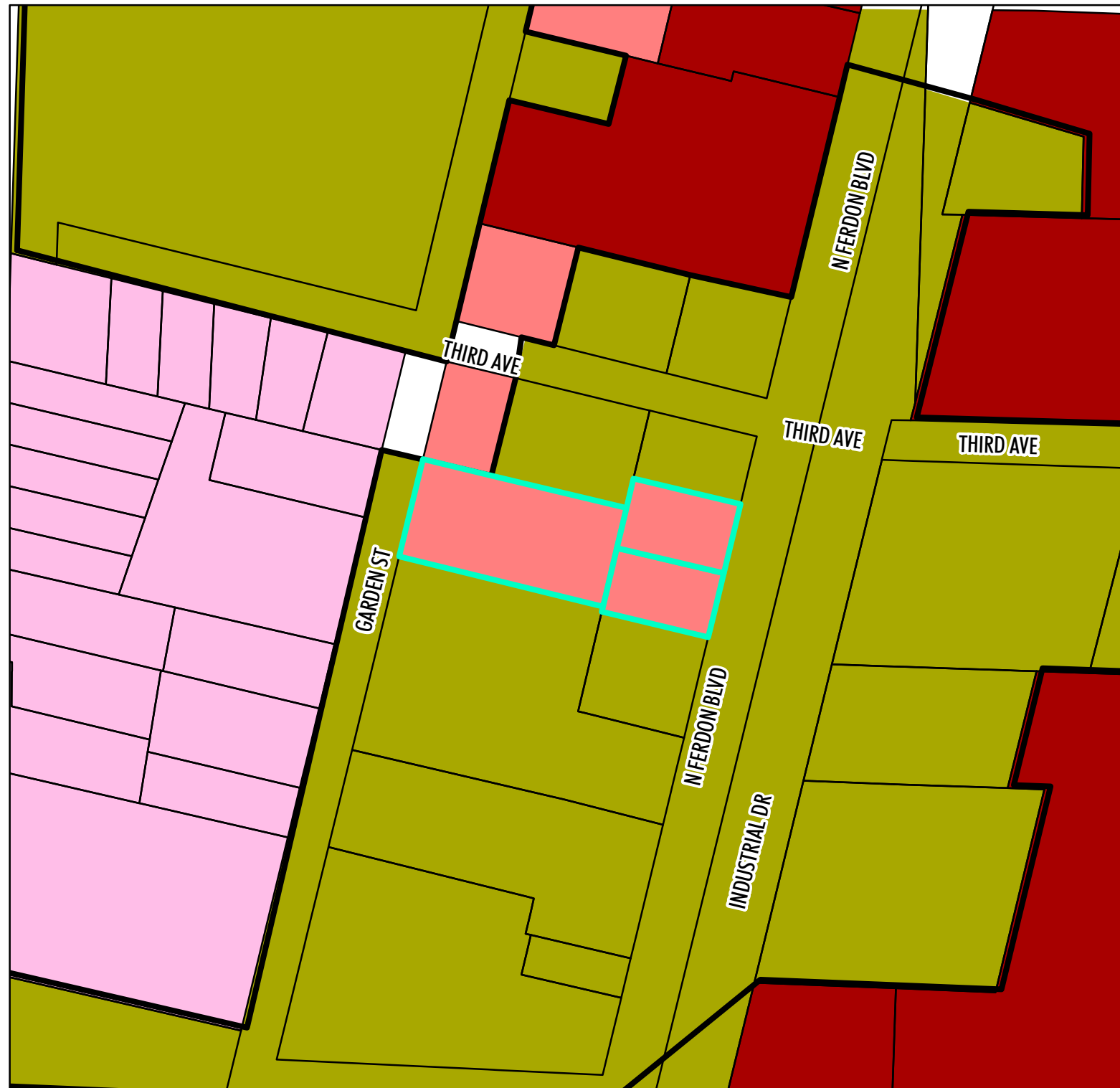
City Zoning

-  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

-  Mixed Use (MU)

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





Staff Report

CITY COUNCIL MEETING DATE: May 9, 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, Nicholas Schwendt, Gis
DATE: 5/4/2022
SUBJECT: Ordinance 1869 - W James Lee Comprehensive Plan Amendment

BACKGROUND:

On April 4, 2022, staff received an application to amend the comprehensive plan and zoning designations for property located on Carr Drive.

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

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

The Planning and Development Board recommended approval of the request on May 2, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: 308 Wjl LLC
308 W James Lee Blvd
Crestview, FL 32536
Parcel ID: A portion of 18-3N-23-0320-0002-0050
Site Size: 0.12 acre
Current FLU: Mixed Use (MU)
Current Zoning: Mixed Use (MU)
Current Land Use: Vacant

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

Direction	FLU	Zoning	Existing Use
North	Mixed-Use (MU)	Mixed Use (MU)	Residential
East	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial
South	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial
West	Mixed Use (MU)	Mixed Use (MU)	Vacant

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 can be developed for commercial use.

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

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on April 11, 2022. The property was posted on April 18, 2022. An advertisement ran in the Crestview News Bulletin on April 21, 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 total \$2,500.00. The cost of advertising was \$240.50.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1869 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1869

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM MIXED USE (MU) TO COMMERCIAL (C) ON APPROXIMATELY 0.12 ACRES, MORE OR LESS, IN SECTION 18, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Mixed Use (MU) to Commercial (C) on a parcel of land containing 0.12 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 0.12 acres of land, more or less, from Mixed Use (MU) to Commercial (C). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 0.12 acres, more or less, is a portion of Parcel 18-3N-23-0320-0002-0050 and commonly described as:

COMMENCE AT THE NORTHWEST CORNER OF LOT 5, BLOCK 2, CAMPBELL'S ADDITION TO CRESTVIEW FLORIDA (PLAT BOOK 1, PAGE 161), SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF CARR DRIVE (56 FOOT RIGHT OF WAY) AND BEING MARKED BY A 1/2" CAPPED IRON ROD L.B. #4028; THENCE ALONG SAID RIGHT OF WAY LINE RUN S 02°03'05" W, A DISTANCE OF 68.21 FEET TO A 1/2" CAPPED IRON ROD L.B. #3501 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S 87°54'04" E, A DISTANCE OF 141.61 FEET TO THE EAST LINE OF THE AFOREMENTIONED LOT 5 AND A 1/2" CAPPED IRON ROD L.B. #3501; THENCE ALONG SAID EAST LINE RUN S 00°42'57" W, A DISTANCE OF 63.16

FEET TO A 1/2" CAPPED IRON ROD (NO IDENTIFICATION); THENCE RUN N 68°42'04" W, A DISTANCE OF 151.55 FEET RETURNING TO THE EASTERLY RIGHT OF WAY LINE OF CARR DRIVE (56 FOOT RIGHT OF WAY) AND A 1/2" CAPPED IRON ROD (NO IDENTIFICATION); THENCE ALONG SAID RIGHT OF WAY LINE RUN N 02°03'05" E, A DISTANCE OF 13.31 FEET TO A 1/2" CAPPED IRON ROD L.B. #3501 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS ±0.12 ACRES (±5,423 SQUARE FEET), MORE OR LESS.

The Commercial (C) Future Land Use Category is hereby imposed on a portion of Parcel 18-3N-23-0320-0002-0050. 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 the portion of Parcel 18-3N-23-0320-0002-0050 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.

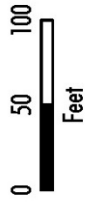
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this ____ day of _____, 2022.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend



Subject



City Limits

City Future Land



Commercial (C)



Industrial (IN)



Mixed Use (MU)



Conservation (CON)

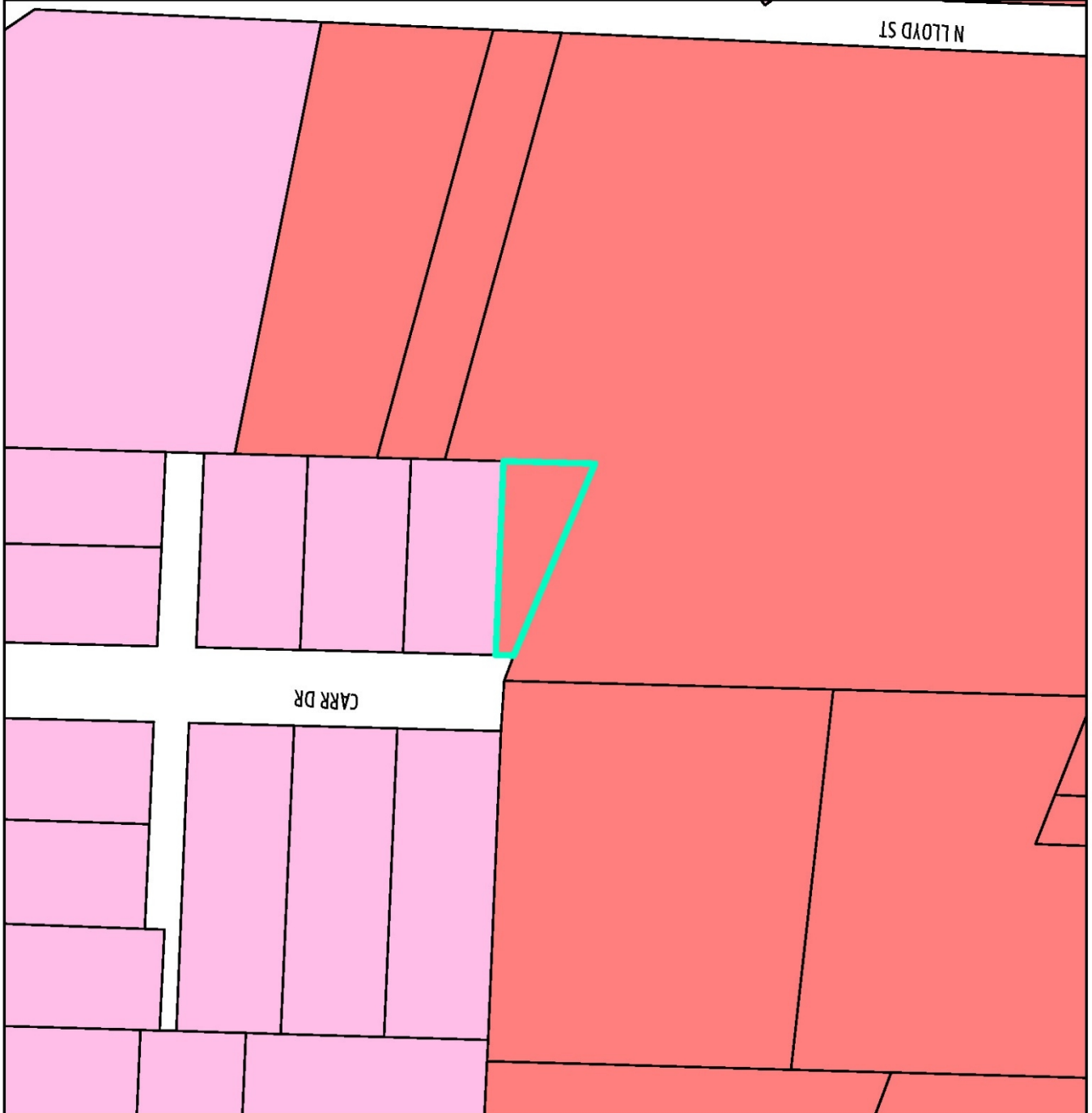


Public Lands (PL)

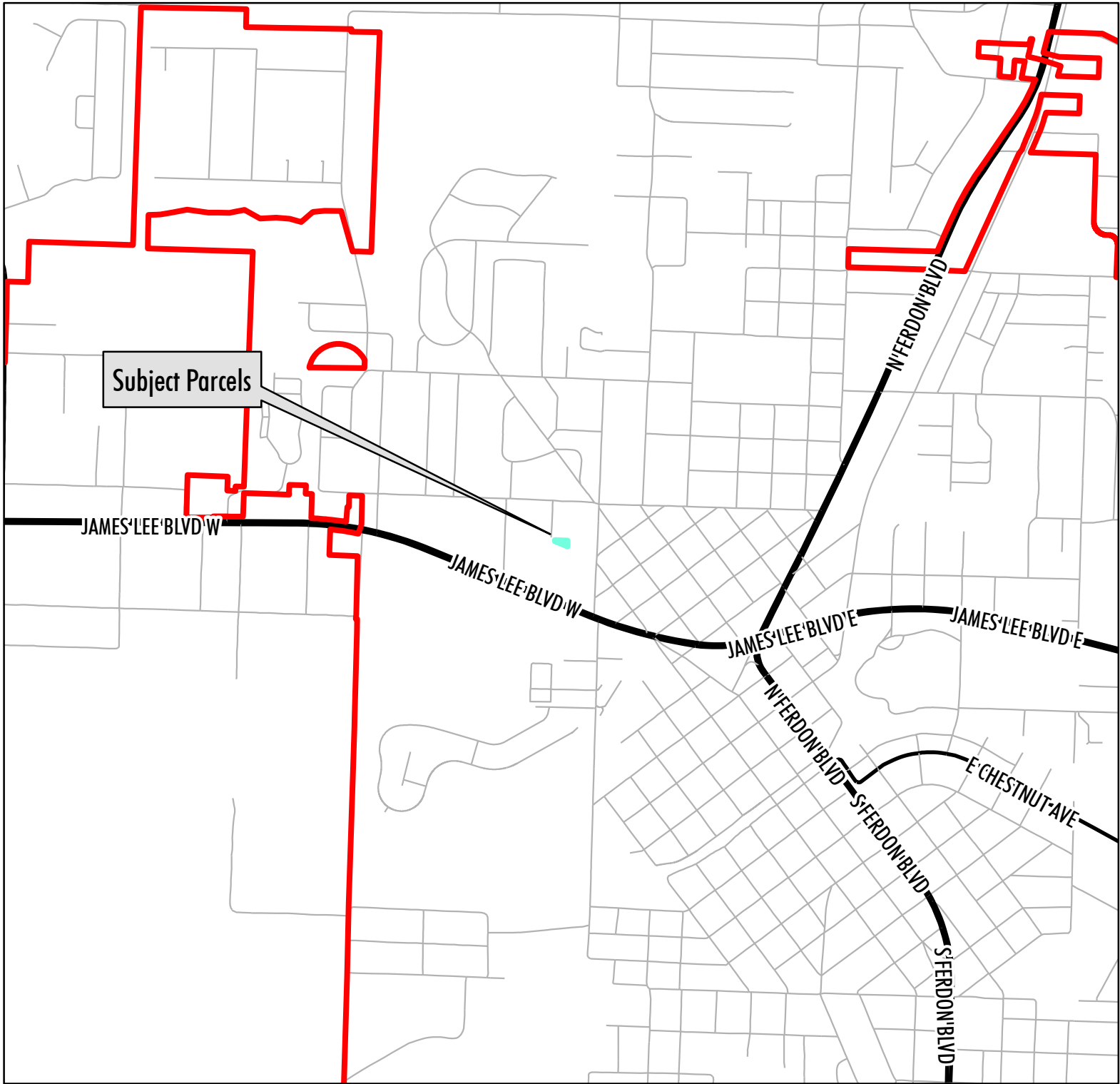


Residential (R)

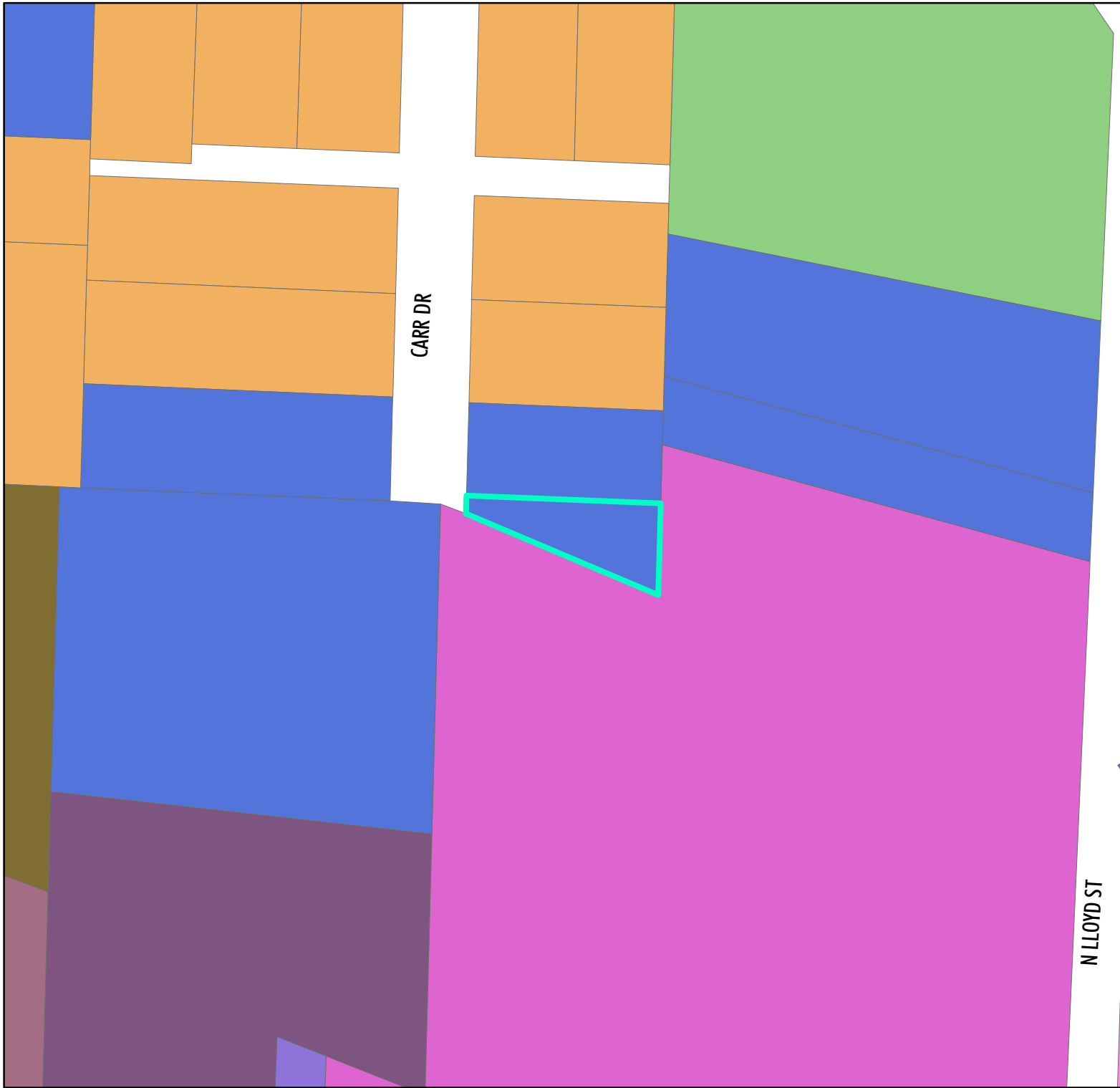
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



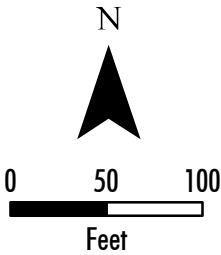
Vicinity Map



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



Existing Use



Legend

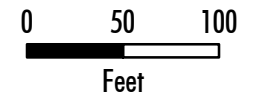
-  Subject Parcel
-  City Limits

Existing Use

-  Bowling/Rec
-  Car Wash
-  Community
-  Multi-Family
-  Single Family
-  Stores
-  Vacant
-  Vacant Commercial
-  Vehicle Sale

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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



 Subject

 City Limits

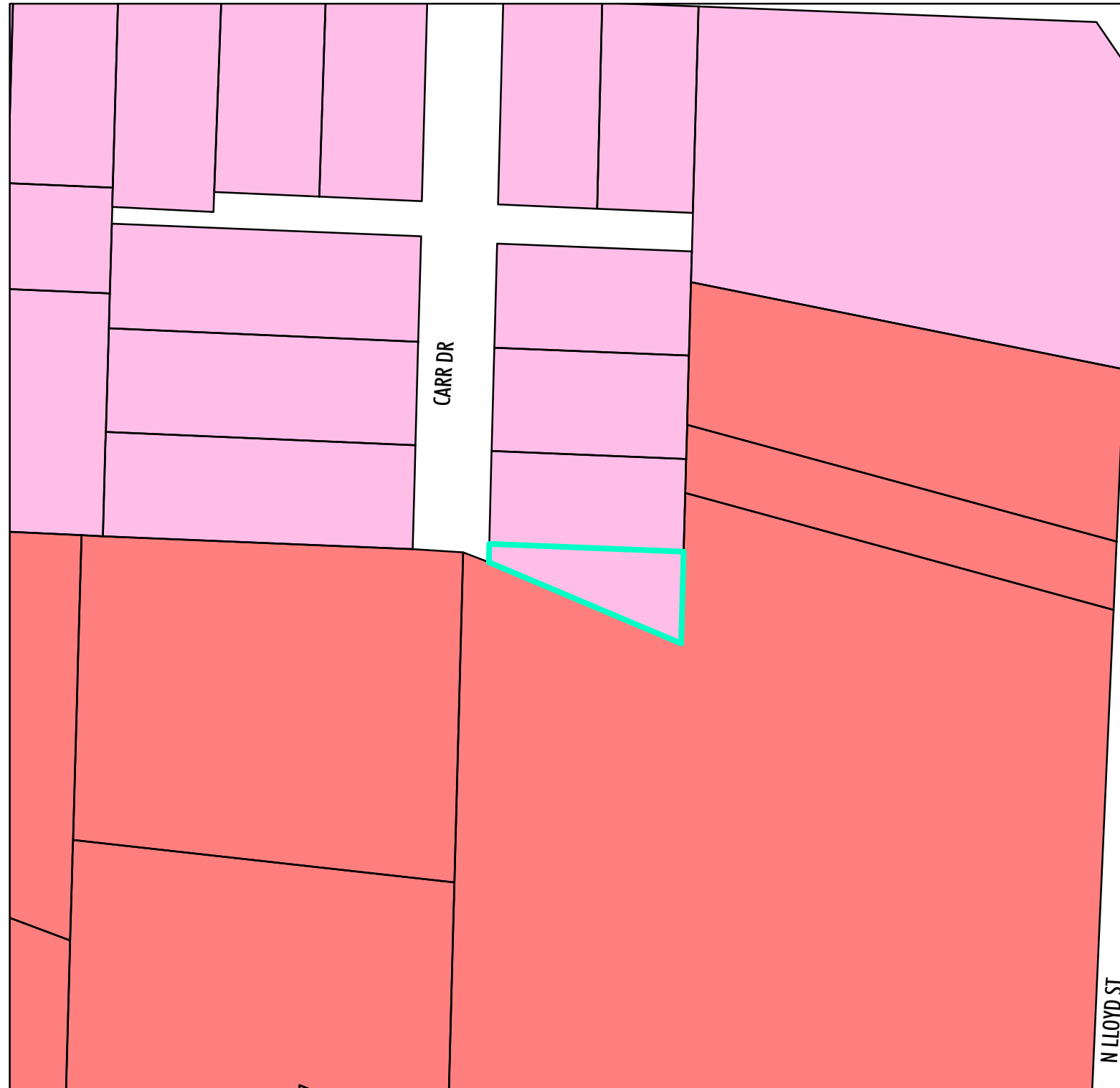
City Future Land

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

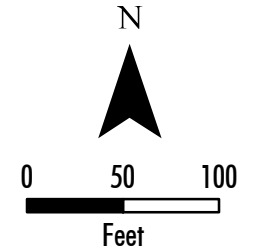
County Future Land

-  Agriculture (AG)
-  Rural Residential (RR)

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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 Zoning



Legend

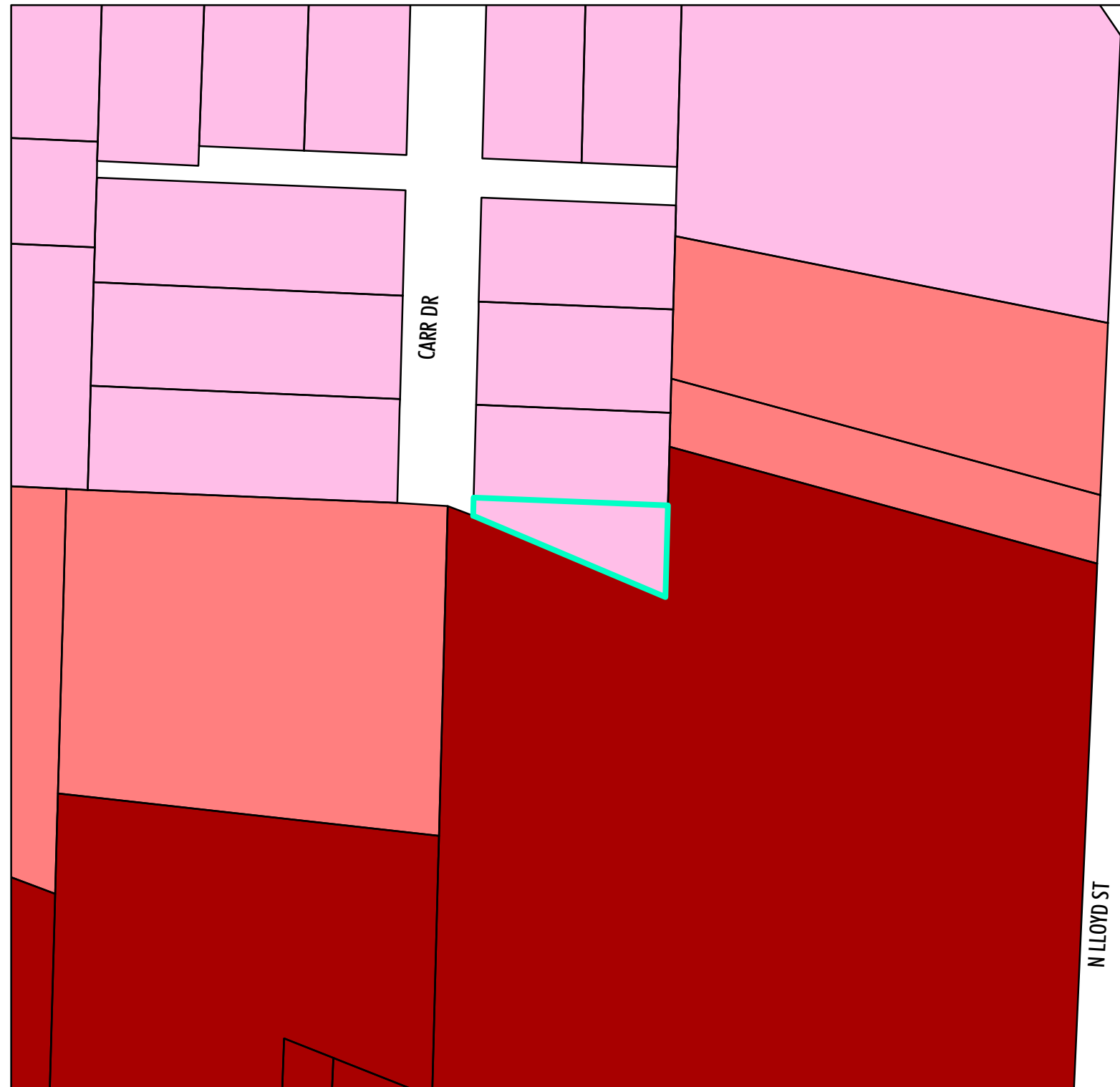
Subject Parcel

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)

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



Proposed Future Land Use



0 50 100
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

 Residential (R)

CARR DR

N LLOYD ST

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



Staff Report

CITY COUNCIL MEETING DATE: May 9, 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, Nicholas Schwendt, Gis
DATE: 5/4/2022
SUBJECT: Ordinance 1870 - W James Lee Rezoning

BACKGROUND:

On April 4, 2022, staff received an application to amend the comprehensive plan and zoning designations for property located on Carr Drive.

The subject property is currently located within the city limits of Crestview with zoning designations of Mixed Use (MU) and Commercial Low-Intensity District (C-1).

The application requests the Commercial High-Intensity District (C-2) zoning designation for the property.

The Planning and Development Board recommended approval of the request on May 2, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: 308 Wjl LLC
308 W James Lee Blvd
Crestview, FL 32536
Parcel ID: 18-3N-23-0000-0017-0000 & a portion of 18-3N-23-0320-0002-0050
Site Size: 1.59 acre
Current FLU: Mixed Use (MU) & Commercial (C)
Current Zoning: Mixed Use (MU) & Commercial Low-Intensity District (C-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	Mixed-Use (MU)	Mixed Use (MU)	Residential
East	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial
South	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial
West	Mixed Use (MU)	Mixed Use (MU)	Vacant

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 can be developed for commercial use.

Staff reviewed the request for rezoning and finds the following:

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on April 11, 2022. The property was posted on April 18, 2022. An advertisement ran in the Crestview News Bulletin on April 21, 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 rezoning total \$750.00. There is no additional cost of advertising as the rezoning request was included in the advertisement with the comprehensive plan amendment.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1870 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1870

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 1.59 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 18, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE COMMERCIAL LOW-INTENSITY DISTRICT (C-1) AND MIXED USE (MU) ZONING DISTRICT TO THE COMMERCIAL HIGH-INTENSITY DISTRICT (C-2) 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 1.59 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 1.59 acres, more or less, being formerly zoned Commercial Low-Intensity District (C-1) and Mixed Use (MU) with the Commercial High-Intensity District (C-2) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1869, is hereby rezoned to Commercial High-Intensity District (C-2) to wit:

PIN # 18-3N-23-0000-0017-0000

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF HIGHWAY 90 WEST AND THE EAST LINE OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE ALONG SAID RIGHT OF WAY LINE RUN NORTH 69 DEGREES 36 MINUTES 00 SECONDS WEST, A DISTANCE OF 640.00 FEET TO A 1/2 INCH CAPPED IRON ROD (NO IDENTIFICATION); THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE RUN NORTH 69 DEGREES 36 MINUTES 00 SECONDS WEST, A DISTANCE OF 200.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN NORTH A DISTANCE OF 273.14 FEET TO A 1/2 INCH CAPPED IRON ROD L.B. #3501 AND THE POINT OF BEGINNING; THENCE RUN SOUTH 84 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 294.85 FEET TO A 1/2 INCH CAPPED IRON ROD L.B. #3501; THENCE RUN NORTH 03 DEGREES 36 MINUTES 51 SECONDS EAST, A DISTANCE OF 242.88 FEET TO A 1/2 INCH CAPPED IRON ROD L.B. #3501 AND THE SOUTH LINE OF CAMPBELL'S ADDITION TO CRESTVIEW, FLORIDA (PLAT BOOK 1, PAGE 161); THENCE ALONG SAID SOUTH LINE RUN NORTH 87 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 263.46 FEET TO A 1 INCH IRON PIPE (NO IDENTIFICATION); THENCE CONTINUE ALONG SAID SOUTH LINE RUN NORTH 86 DEGREES 28 MINUTES 43 SECONDS WEST, A DISTANCE OF 28.75 FEET TO A NAIL AND DISK L.B. #5024; THENCE DEPARTING SAID SUBDIVISION LINE RUN SOUTH 04 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 226.00 FEET TO A 1/2 INCH CAPPED IRON ROD L.B. #3501 AND THE POINT OF BEGINNING.

PIN # A portion of 18-3N-23-0320-0002-0050

COMMENCE AT THE NORTHWEST CORNER OF LOT 5, BLOCK 2, CAMPBELL'S ADDITION TO CRESTVIEW FLORIDA (PLAT BOOK 1, PAGE 161), SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF CARR DRIVE (56 FOOT RIGHT OF WAY) AND BEING MARKED BY A 1/2" CAPPED IRON ROD L.B. #4028; THENCE ALONG SAID RIGHT OF WAY LINE RUN S 02°03'05" W, A DISTANCE OF 68.21 FEET TO A 1/2" CAPPED IRON ROD L.B. #3501 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S 87°54'04" E, A DISTANCE OF 141.61 FEET TO THE EAST LINE OF THE AFOREMENTIONED LOT 5 AND A 1/2" CAPPED IRON ROD L.B. #3501; THENCE ALONG SAID EAST LINE RUN S 00°42'57" W, A DISTANCE OF 63.16 FEET TO A 1/2" CAPPED IRON ROD (NO IDENTIFICATION); THENCE RUN N 68°42'04" W, A DISTANCE OF 151.55 FEET RETURNING TO THE EASTERLY RIGHT OF WAY LINE OF CARR DRIVE (56 FOOT RIGHT OF WAY) AND A 1/2" CAPPED IRON ROD (NO IDENTIFICATION); THENCE ALONG SAID RIGHT OF WAY LINE RUN N 02°03'05" E, A DISTANCE OF 13.31 FEET TO A 1/2" CAPPED IRON ROD L.B. #3501 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS ±0.12 ACRES (±5,423 SQUARE FEET), MORE OR LESS.

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

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

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

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

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

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1869 and becomes legally effective.

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

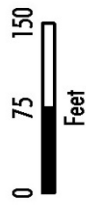
ATTEST:

Maryanne Schrader
City Clerk

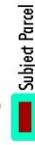
Approved by me this _____ day of _____, 2022.

J. B. Whitten
Mayor

Adopted Zoning



Legend



City

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)

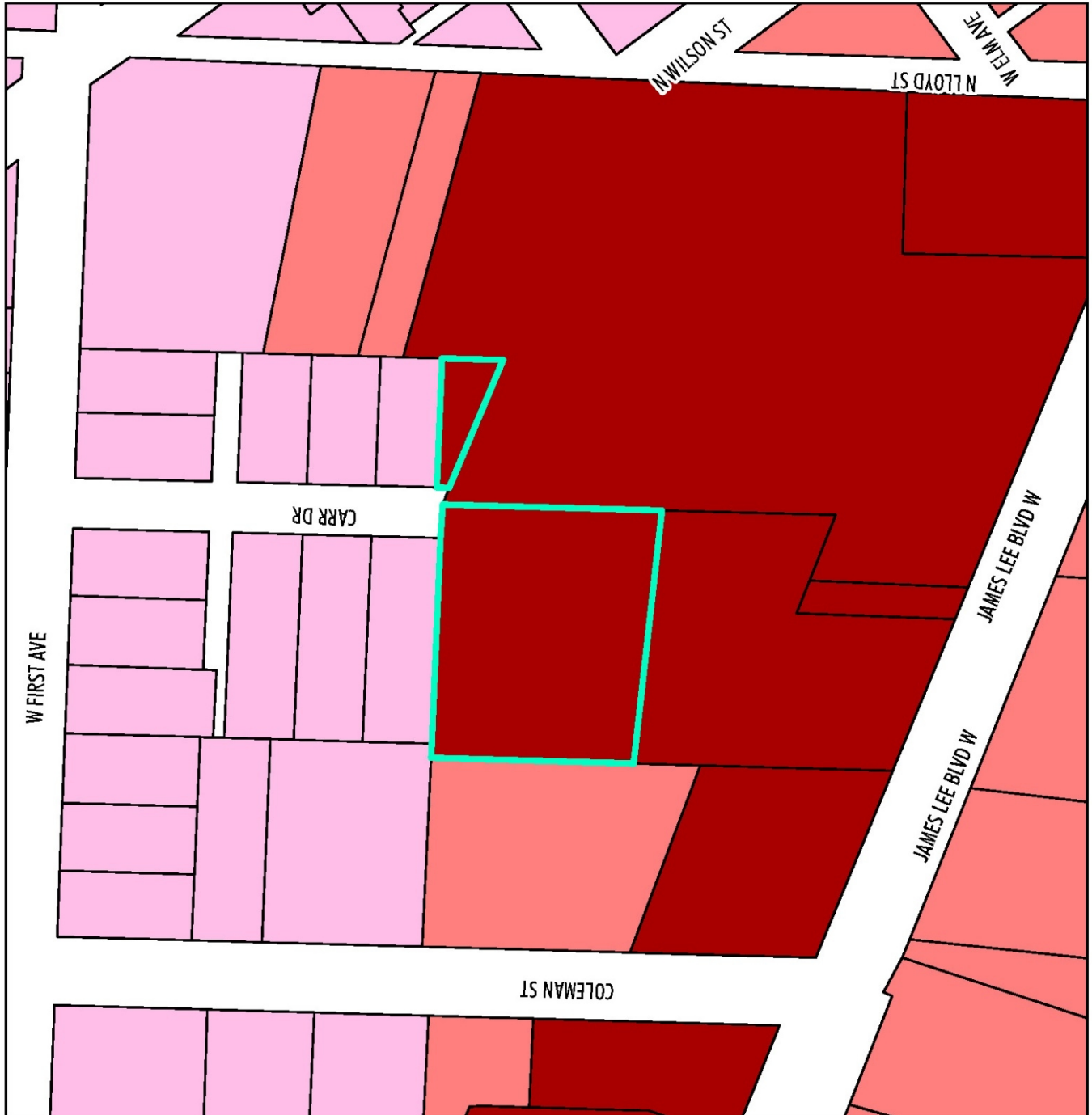
Commercial (C-2)

Industrial (IN)

Public Lands (P)

Conservation (E)

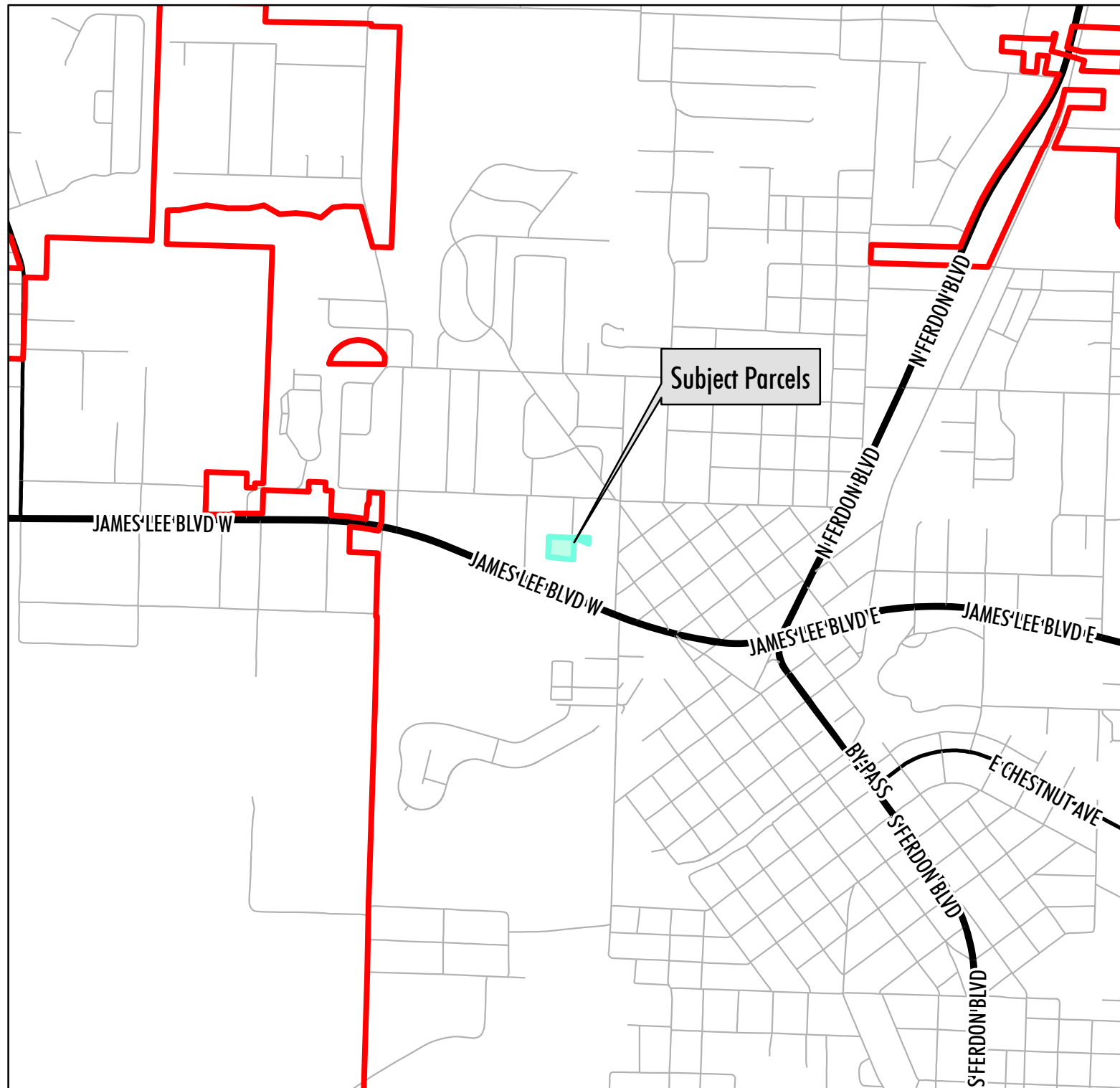
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Vicinity Map



Not to Scale



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

W FIRST AVE

CARR DR

COLEMAN ST

JAMES LEE BLVD W

JAMES LEE BLVD W

N WILSON ST

N LLOYD ST

W ELM AVE

Existing Use

N

0 75 150
Feet

Legend

 Subject Parcel

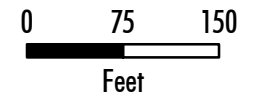
 City Limits

Existing Use

-  Bowling/Rec
-  Car Wash
-  Churches
-  Community
-  Hotels and
-  Multi-Family
-  No AG Acre
-  Office Building
-  Profession
-  Restaurant
-  Service Shop
-  Single Family
-  Stores
-  Vacant
-  Vacant Commercial
-  Vacant/Commercial
-  Vehicle Sale

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

Current Future Land Use



Legend

 Subject

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

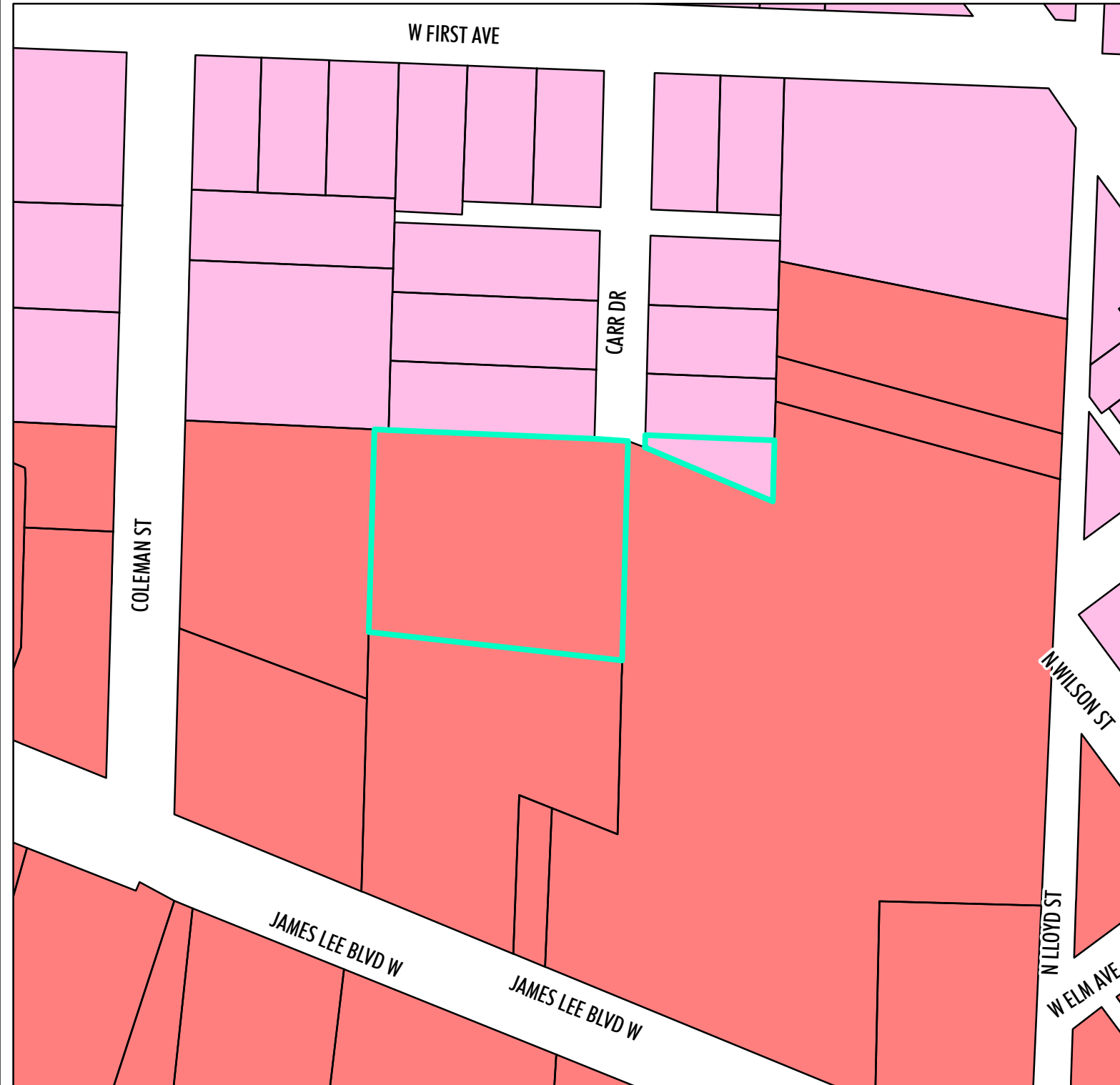
 Public Lands (PL)

 Residential (R)

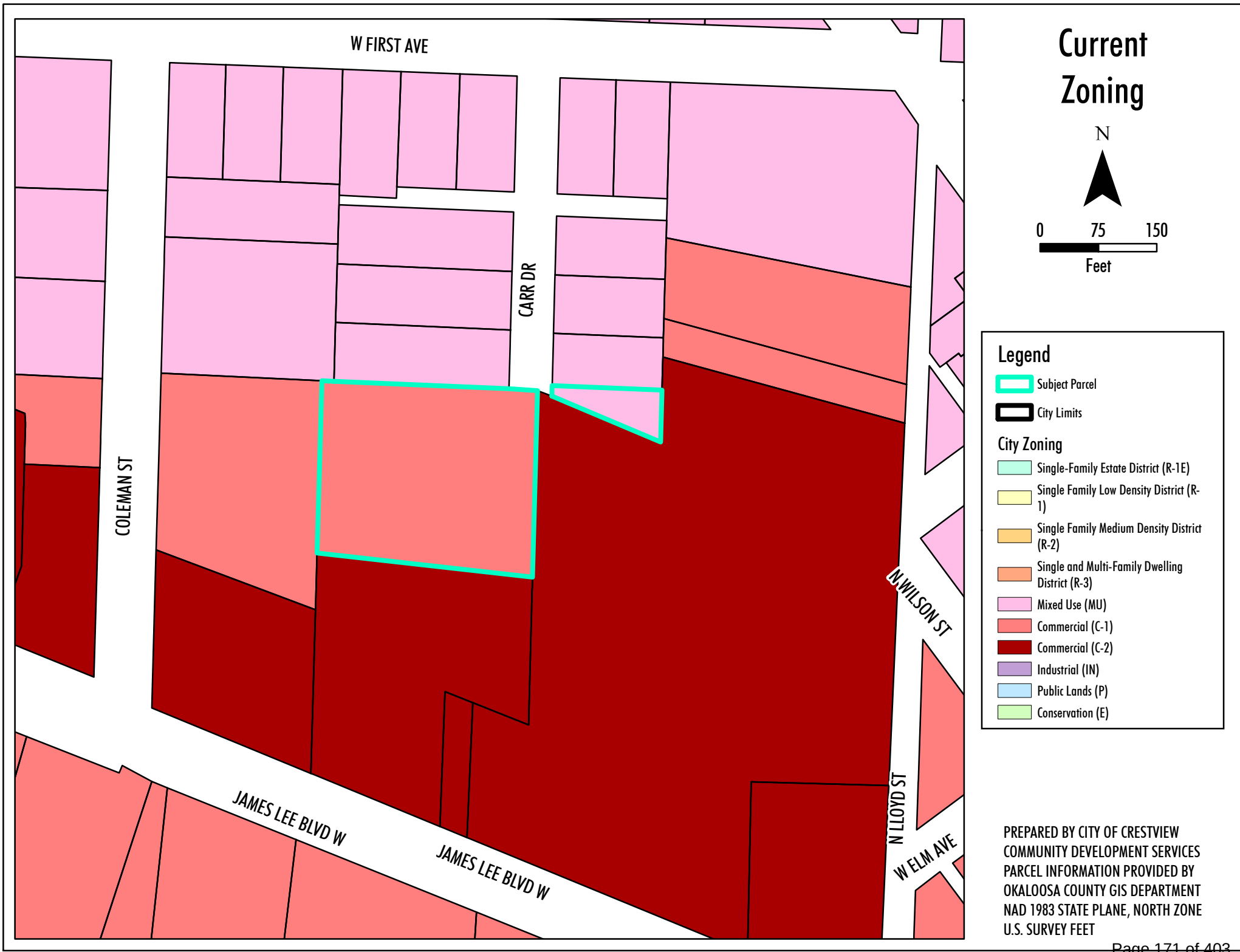
County Future Land Use

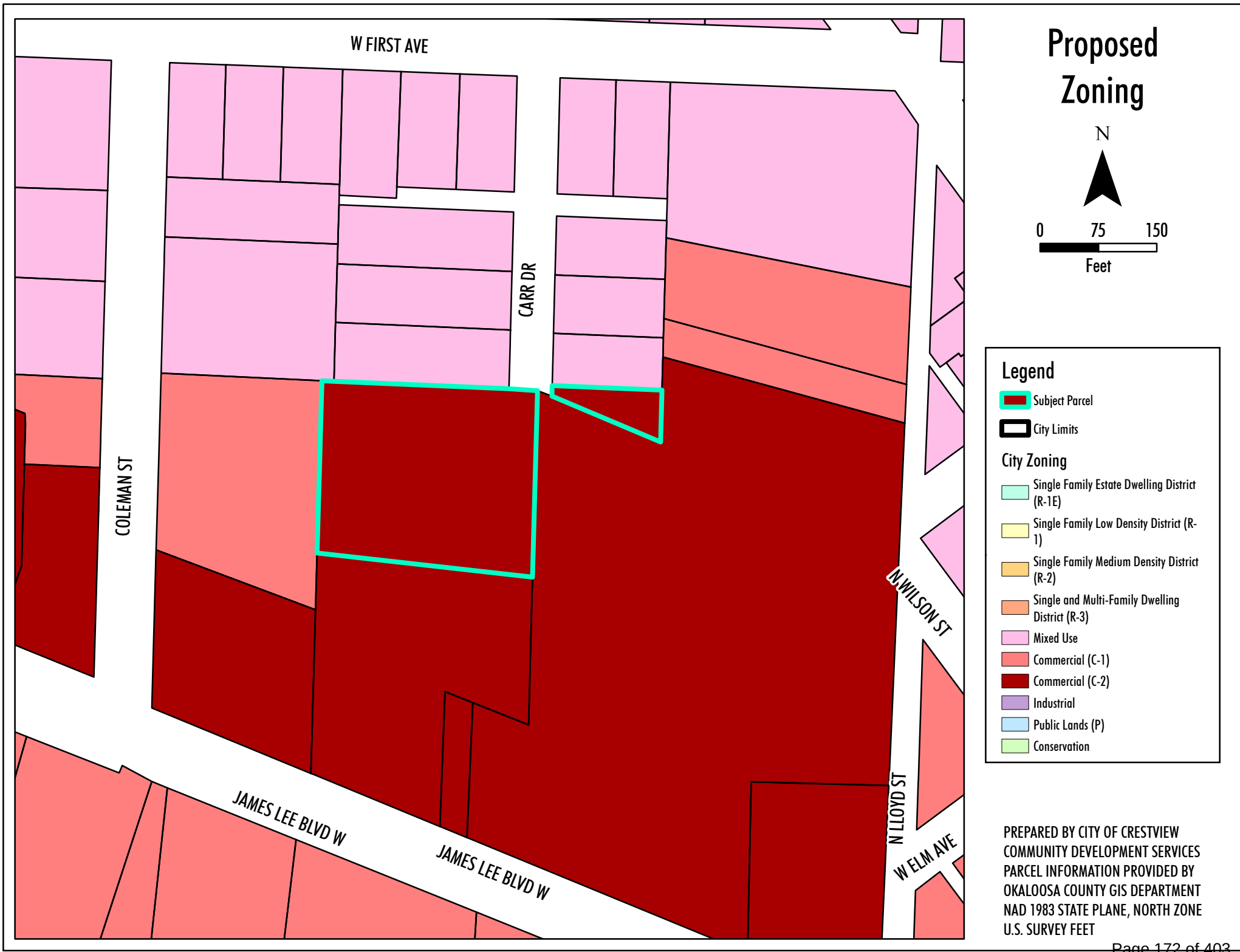
 Agriculture (AG)

 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







Staff Report

CITY COUNCIL MEETING DATE: May 9, 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, Nicholas Schwendt, Gis
DATE: 5/5/2022
SUBJECT: Ordinance 1871 - Antioch Road Annexation

BACKGROUND:

On April 12, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 4928 Antioch Road.

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

The Planning and Development Board recommended approval of the request on May 2, 2022, by a unanimous vote.

DISCUSSION:

The property description is as follows:

Property Owner: Pearson Richard C & Edna M
4928 Antioch Rd
Crestview, FL 32536
Parcel ID: 26-3N-24-0000-0015-0010
26-3N-24-0000-0015-001A
Site Size: 12.48 acres
Current FLU: Okaloosa County Low Density Residential
Current Zoning: Okaloosa County Residential-1
Current Land Use: Residential

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

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

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

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

- The property is contiguous to the city limits;
- The property is comprised of two (2) lot in unincorporated Okaloosa County, and is therefore considered compact;
- The annexation of the property would not create an enclave
- The subject property is not included in the boundary of another municipality; and,
- The subject property meets the definition of urban purposes.

Courtesy notices were mailed to property owners within 300 feet of the subject property on April 13, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on April 14, 2022. The property was posted on April 18, 2022. An advertisement ran in the Crestview News Bulletin on April 21 and 28, 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 was \$544.50.

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 1871 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1871

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 12.48 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 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 # 26-3N-24-0000-0015-0010 (Deed recorded in Book 2619, page 3993, dated May 18, 2005)

26-3N-24-0000-0015-0010

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 12' 59" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF NORTHWEST QUARTER, A DISTANCE OF 157.56 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ANTIOCH ROAD, SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 43' 51", AN ARC DISTANCE OF 88.05 FEET, (CHORD BEARING AND DISTANCE = SOUTH 23 DEGREES 21' 58" EAST, A DISTANCE OF 88.05 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 24 DEGREES 20' 04" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 432.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 24 DEGREES 20' 04" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE, DEPARTING SAID RIGHT OF WAY LINE, PROCEED SOUTH 78 DEGREES 42' 36" WEST, A DISTANCE OF 272.95 FEET; THENCE PROCEED SOUTH 67 DEGREES 45' 14" WEST, A DISTANCE OF 471.08 FEET; THENCE PROCEED SOUTH 01 DEGREES 32' 08" WEST, A DISTANCE OF 357.42 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE PROCEED NORTH 88 DEGREES 27' 52" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 455.04 FEET; THENCE, DEPARTING SAID SOUTH LINE PROCEED NORTH 12

DEGREES 11' 48" WEST, A DISTANCE OF 260.80 FEET; THENCE PROCEED NORTH 63 DEGREES 54' 08" EAST, A DISTANCE OF 545.03 FEET; THENCE PROCEED NORTH 20 DEGREES 26' 30" WEST, A DISTANCE OF 26.15 FEET; THENCE PROCEED NORTH 67 DEGREES 43' 11" EAST, A DISTANCE OF 38.80 FEET; THENCE PROCEED SOUTH 20 DEGREES 26' 30" EAST, A DISTANCE OF 104.55 FEET; THENCE PROCEED NORTH 71 DEGREES 24' 20" EAST, A DISTANCE OF 371.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 6.45 ACRES, MORE OR LESS.

COMMENCE AT THE RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; AS GIVEN IN DEED RECORDED IN OFFICIAL RECORD BOOK 1659, PAGE 869, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 00 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 118.78 FEET TO A POINT LYING IN THE RIGHT OF WAY LINE OF ANTIOCH ROAD; SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02 DEGREES 23 MINUTES 29 SECONDS, AN ARC DISTANCE OF 121.66 FEET, (CORD BEARING AND DISTANCE = SOUTH 23 DEGREES 02 MINUTES 109 SECONDS, A DISTANCE OF 121.65 FEET), TO A 6 INCH SQUARE CONCRETE RIGHT OF WAY MONUMENT MARKING THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED ALONG SAID RIGHT OF WAY LINE SOUTH 24 DEGREES 20 MINUTES 04 SECONDS EAST, A DISTANCE OF 259.89 FEET; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 360.37 FEET; THENCE PROCEED SOUTH 20 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 25.45 FEET; THENCE PROCEED SOUTH 67 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 338.80 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH 20 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 26.15 FEET; THENCE PROCEED SOUTH 63 DEGREES 54 MINUTES 08 SECONDS WEST, A DISTANCE OF 545.03 FEET; THENCE PROCEED NORTH 12 DEGREES 11 MINUTES 48 SECONDS WEST A DISTANCE OF 63.72 FEET; THENCE PROCEED NORTH 67 DEGREES 46 MINUTES 09 SECONDS EAST A DISTANCE OF 533.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 0.55 ACRES, MORE OR LESS.

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 12 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF NORTHWEST QUARTER, A DISTANCE OF 157.56 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ANTIOCH ROAD. SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 43 MINUTES 51 SECONDS. AN ARC DISTANCE OF 88.05 FEET, (CHORD BEARING AND DISTANCE SOUTH 23 DEGREES 21 MINUTES 58 SECONDS EAST, A DISTANCE OF 88.05 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 24 DEGREES 20 MINUTES 04 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 259.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 24 DEGREES 20 MINUTES 04 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 163.67 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED SOUTH 71 DEGREES 24 MINUTES 20 SECONDS WEST, A DISTANCE OF

371.04 FEET; THENCE PROCEED NORTH 20 DEGREES 26 MINUTES 30 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE PROCEED NORTH 66 DEGREES 09 MINUTES 53 SECONDS EAST, A DISTANCE OF 360.37 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 1.23 ACRES, MORE OR LESS.

COMMENCE AT A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, AS GIVEN IN DEED RECORDED. THENCE PROCEED SOUTH 00 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 312.08 FEET TO AN EXISTING IRON ROD; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 226.01 FEET TO AN EXISTING IRON ROD; THENCE PROCEED SOUTH 54 DEGREES 33 MINUTES 36 SECONDS EAST, A DISTANCE OF 6.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 54 DEGREES 33 MINUTES 36 SECONDS EAST, A DISTANCE OF 216.09 FEET; THENCE PROCEED NORTH 88 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 38.37 FEET; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 202.31 FEET; THENCE PROCEED NORTH 20 DEGREES 26 MINUTES 30 SECONDS WEST, A DISTANCE OF 199.37 FEET TO AN EXISTING 2 INCH SQUARE CONCRETE MONUMENT; THENCE PROCEED NORTH 64 DEGREES 40 MINUTES 34 SECONDS EAST, A DISTANCE OF 44.57 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED AND CONTAINING .51 ACRES MORE OR LESS.

COMMENCE AT A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, AS GIVEN IN DEED RECORDED IN OFFICIAL RECORD BOOK 1659, PAGE 869, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 00 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 312.08 FEET TO AN EXISTING IRON ROD; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 226.01 FEET TO AN EXISTING IRON ROD AND TOE POINT OF BEGINNING; THENCE CONTINUE SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 40.70 FEET; THENCE PROCEED SOUTH 20 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 6.95 FEET TO AN EXISTING 2 INCH SQUARE CONCRETE MONUMENT; THENCE PROCEED NORTH 64 DEGREES 40 MINUTES 34 SECONDS EAST A DISTANCE OF 44.57 FEET; THENCE PROCEED NORTH 54 DEGREES 33 MINUTES 36 SECONDS WEST, A DISTANCE OF 6.73 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 0.006 ACRES, MORE OR LESS.

PIN # 26-3N-24-0000-0015-001A (Deed recorded in Book 2480, page 4741, dated September 3, 2003)

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 12'59" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF NORTHWEST QUARTER, A DISTANCE OF 157.56 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ANTIOCH ROAD, SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 43'51" AN ARC DISTANCE OF 88.05 FEET, (CHORD BEARING AND DISTANCE = SOUTH 23 DEGREES 21'58" EAST, A DISTANCE OF 88.05 FEET), TO THE POINT OF TANGENCY

OF SAID CURVE; THENCE PROCEED SOUTH 24 DEGREES 20'04" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 523.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 24 DEGREES 20'04" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE, DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 88 DEGREES 27'52" WEST, A DISTANCE OF 305.58 FEET; TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE PROCEED SOUTH 01 DEGREES 12'59" WEST ALONG SAID EAST LINE A DISTANCE OF 518.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE PROCEED NORTH 88 DEGREES 27'52" WEST ALONG SAID SOUTH LINE A DISTANCE OF 438.15 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTH 01 DEGREES 32'08" EAST A DISTANCE OF 357.42 FEET; THENCE PROCEED NORTH 67 DEGREES 45'14" EAST A DISTANCE OF 471.08 FEET; THENCE PROCEED NORTH 78 DEGREES 42'36" EAST A DISTANCE OF 272.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

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.

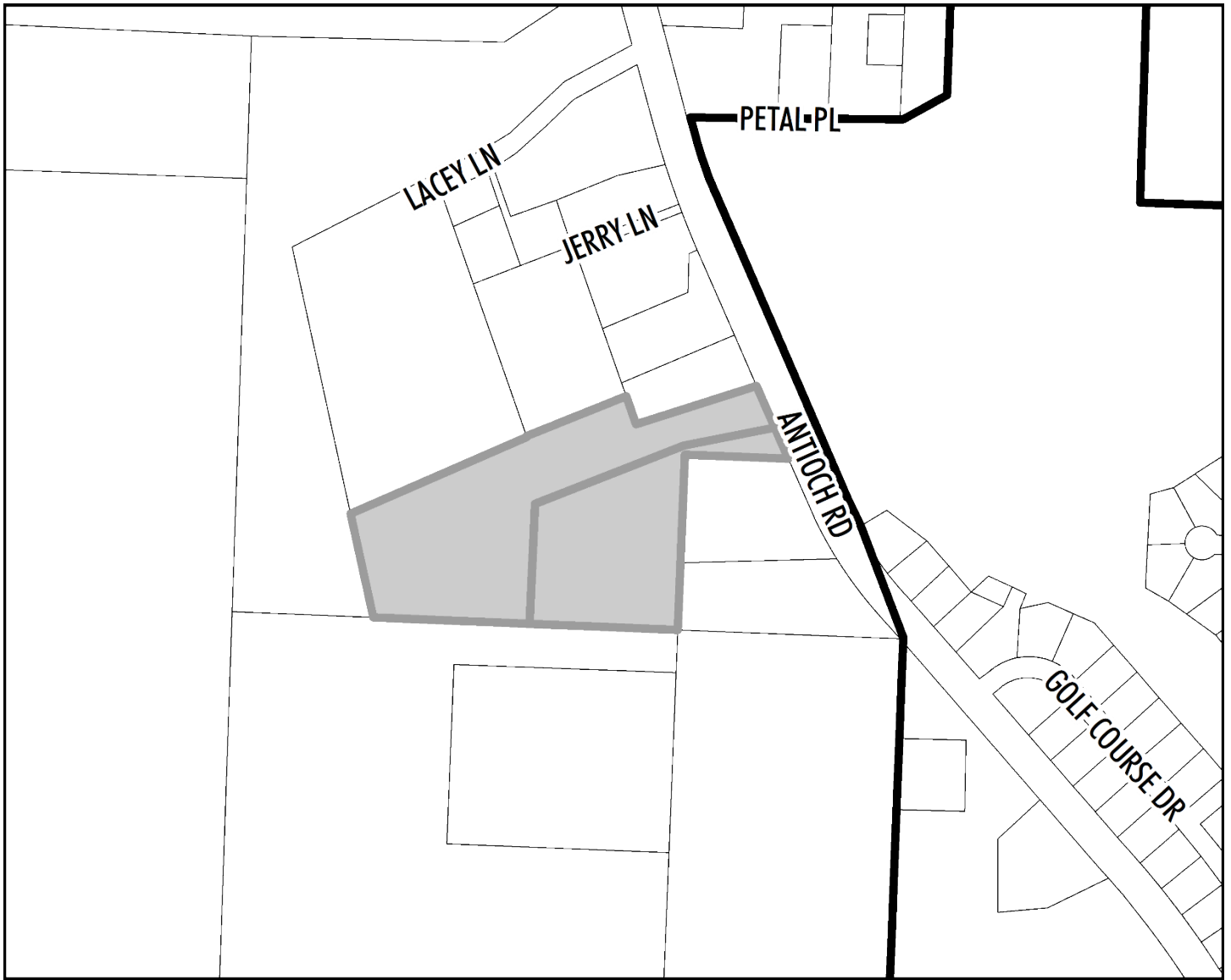
Passed and adopted on second reading by the City Council of Crestview, Florida on the _____ day of _____, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this _____ day of _____, 2022.

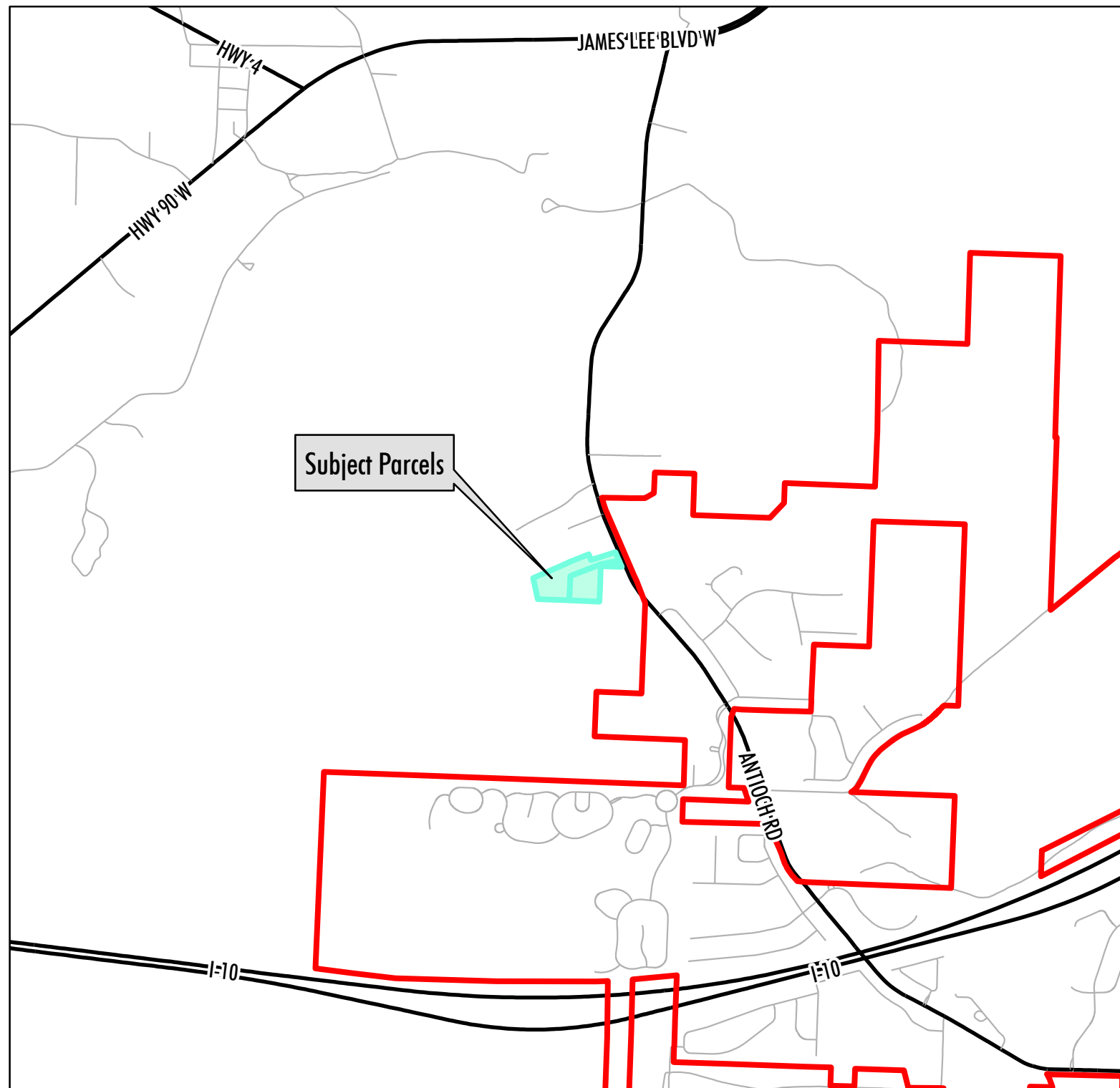
J. B. Whitten
Mayor



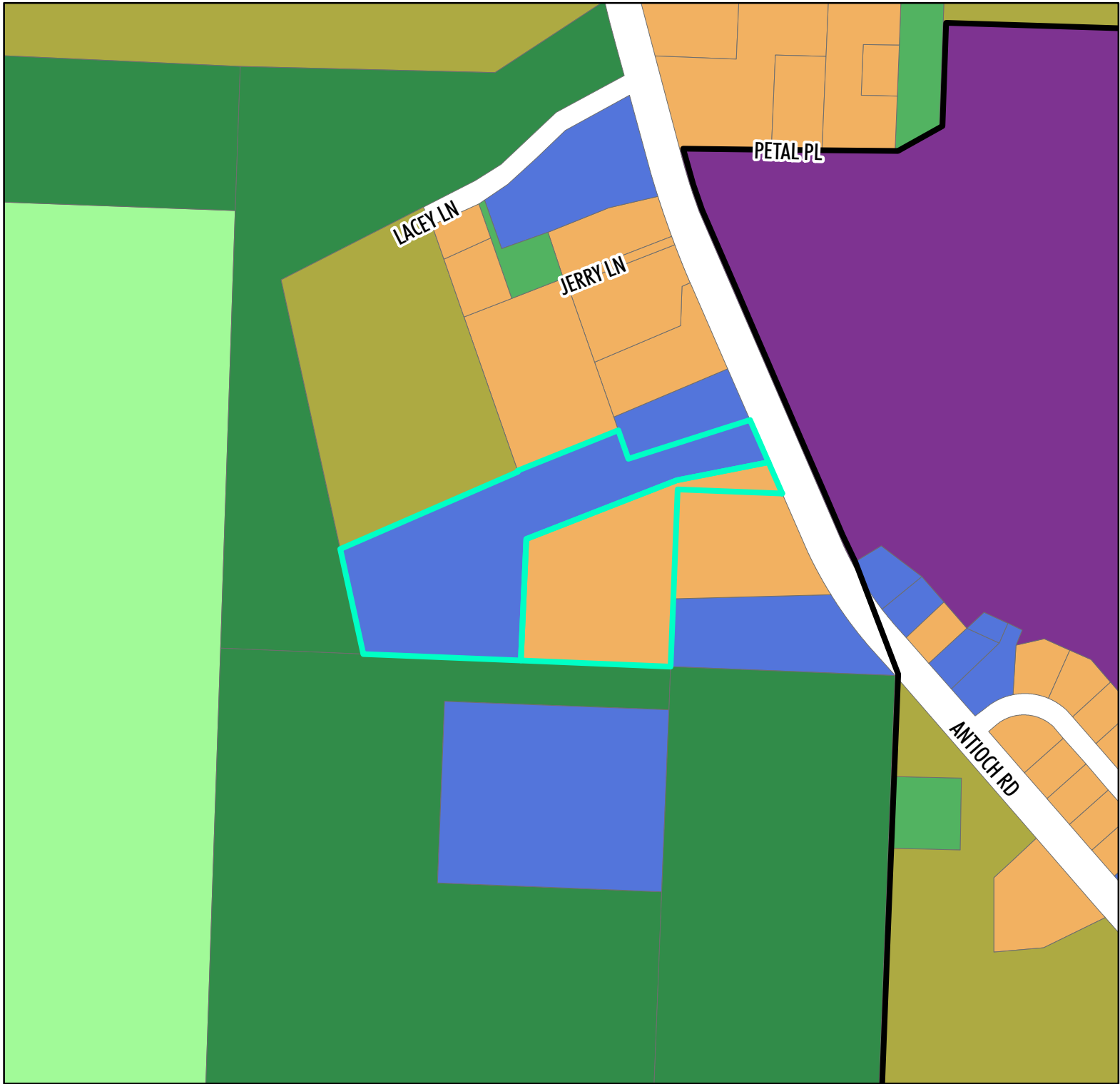
Vicinity Map



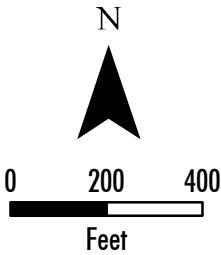
Not to Scale



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



Existing Use



Legend

- Subject Parcel
- City Limits
- Existing Use**
 - Golf Course
 - Improved A
 - Mobile Home
 - Single Family
 - Timber
 - Timberland
 - Vacant

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



0 200 400
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

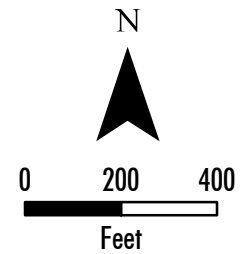
Agriculture (AG)

Low Density Residential (LDR)

Mixed Use (MU)

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

Current Zoning



Legend

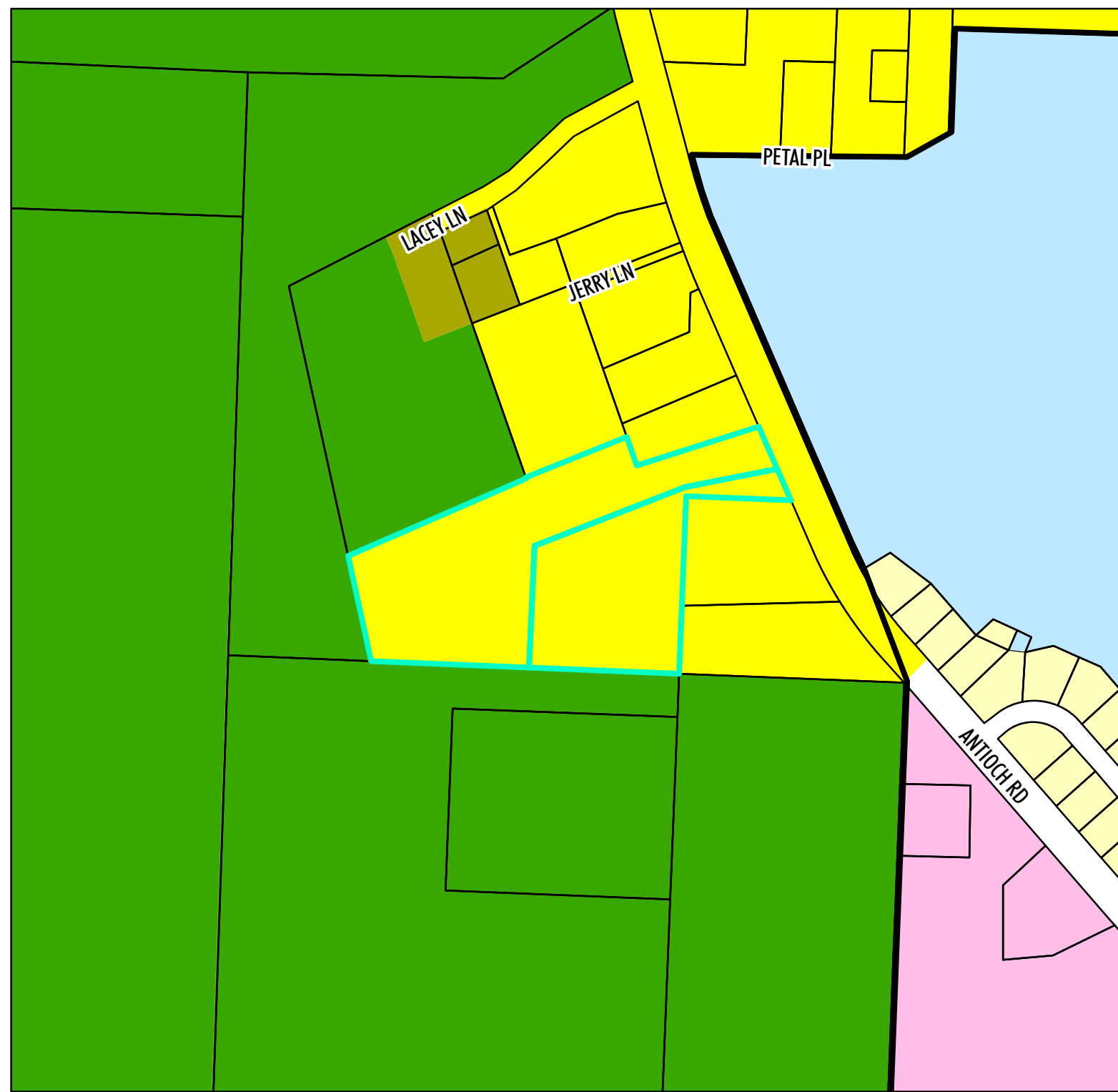
- Subject Parcel
- City Limits

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)



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



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

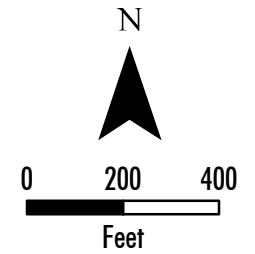
 Agriculture (AG)

 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



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)

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



Staff Report

CITY COUNCIL MEETING DATE: May 9, 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, Nicholas Schwendt, Gis
DATE: 5/5/2022
SUBJECT: Ordinance 1872 - Antioch Road Comprehensive Plan Amendment

BACKGROUND:

On April 12, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 4928 Antioch Road.

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

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

The Planning and Development Board recommended approval of the request on May 2, 2022, by a vote of 3-2.

DISCUSSION:

The property description is as follows:

Property Owner: Pearson Richard C & Edna M
4928 Antioch Rd
Crestview, FL 32536
Parcel ID: 26-3N-24-0000-0015-0010
26-3N-24-0000-0015-001A
Site Size: 12.48 acres
Current FLU: Okaloosa County Low Density Residential
Current Zoning: Okaloosa County Residential-1
Current Land Use: Residential

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

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

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

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

- The proposed future land use map designation is compatible with the surrounding area.
- The proposed future land use map designation is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment 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.

In staff's review of this application, we took into consideration that this property is located on Antioch Road, which is classified as a collector road. Nearing the interstate and along PJ Adams Parkway on the other side of the interstate, the general zoning utilized directly along this collector road is Commercial or Mixed-Use. It is logical to continue this zoning scheme as property along Antioch Road annexes into the City.

We took into consideration the character of the existing use across the street, which is currently a Golf Course, Driving Range and Restaurant. The Commercial (C) future land use and Commercial (C-1) zoning allows uses of a comparable intensity to that adjacent use.

Staff also considered the existence of other properties, both in the City and in the County, that are within 500 feet to the north and 1000 feet south of this property, respectively, that are zoned mixed-use, allowing for similar low intensity commercial uses. Section 4.03.00 of the Land Development Code prescribes restrictions on the allowed uses for a site due to impacts and compatibility issues.

In reviewing this site specifically, it is notable that greater than 50% of this property is marked as wetlands, according to the National Wetlands Inventory, and a number of the properties surrounding it are heavily wooded in proximity to the property. These site conditions create a situation where, not only do our zoning buffer requirements provide a visual and audible screening for adjacent properties, but there are additional vegetative areas that will as well. This, coupled with the aforementioned Section 4.03.00 of the Land Development Code sufficiently ensures that there will be minimal impact to the surrounding properties.

Courtesy notices were mailed to property owners within 300 feet of the subject property on April 13, 2022. The property was posted on April 18, 2022. An advertisement ran in the Crestview News Bulletin on April 21 and 28, 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 1872 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1872

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 OKLAOOSA COUNTY LOW DENSITY RESIDENTIAL TO COMMERCIAL (C) ON APPROXIMATELY 12.48 ACRES, MORE OR LESS, IN SECTION 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 Low Density Residential to Commercial (C) on a parcel of land containing 12.48 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 12.48 acres of land, more or less, from Okaloosa County Low Density Residential to Commercial (C). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 12.48 acres, more or less, is known as Parcels 26-3N-24-0000-0015-0010 and 26-3N-24-0000-0015-001A and commonly described as:

26-3N-24-0000-0015-0010

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 12' 59" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF NORTHWEST QUARTER, A DISTANCE OF 157.56 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ANTIOCH ROAD, SAID POINT LYING IN A CURVE CONCAVE

NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 43' 51", AN ARC DISTANCE OF 88.05 FEET, (CHORD BEARING AND DISTANCE = SOUTH 23 DEGREES 21' 58" EAST, A DISTANCE OF 88.05 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 24 DEGREES 20' 04" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 432.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 24 DEGREES 20' 04" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE, DEPARTING SAID RIGHT OF WAY LINE, PROCEED SOUTH 78 DEGREES 42' 36" WEST, A DISTANCE OF 272.95 FEET; THENCE PROCEED SOUTH 67 DEGREES 45' 14" WEST, A DISTANCE OF 471.08 FEET; THENCE PROCEED SOUTH 01 DEGREES 32' 08" WEST, A DISTANCE OF 357.42 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE PROCEED NORTH 88 DEGREES 27' 52" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 455.04 FEET; THENCE, DEPARTING SAID SOUTH LINE PROCEED NORTH 12 DEGREES 11' 48" WEST, A DISTANCE OF 260.80 FEET; THENCE PROCEED NORTH 63 DEGREES 54' 08" EAST, A DISTANCE OF 545.03 FEET; THENCE PROCEED NORTH 20 DEGREES 26' 30" WEST, A DISTANCE OF 26.15 FEET; THENCE PROCEED NORTH 67 DEGREES 43' 11" EAST, A DISTANCE OF 38.80 FEET; THENCE PROCEED SOUTH 20 DEGREES 26' 30" EAST, A DISTANCE OF 104.55 FEET; THENCE PROCEED NORTH 71 DEGREES 24' 20" EAST, A DISTANCE OF 371.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 6.45 ACRES, MORE OR LESS.

COMMENCE AT THE RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; AS GIVEN IN DEED RECORDED IN OFFICIAL RECORD BOOK 1659, PAGE 869, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 00 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 118.78 FEET TO A POINT LYING IN THE RIGHT OF WAY LINE OF ANTIOCH ROAD; SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02 DEGREES 23 MINUTES 29 SECONDS, AN ARC DISTANCE OF 121.66 FEET, (CORD BEARING AND DISTANCE = SOUTH 23 DEGREES 02 MINUTES 109 SECONDS, A DISTANCE OF 121.65 FEET), TO A 6 INCH SQUARE CONCRETE RIGHT OF WAY MONUMENT MARKING THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED ALONG SAID RIGHT OF WAY LINE SOUTH 24 DEGREES 20 MINUTES 04 SECONDS EAST, A DISTANCE OF 259.89 FEET; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 360.37 FEET; THENCE PROCEED SOUTH 20 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 25.45 FEET; THENCE PROCEED SOUTH 67 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 338.80 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH 20 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 26.15 FEET; THENCE PROCEED SOUTH 63 DEGREES 54 MINUTES 08 SECONDS WEST, A DISTANCE OF 545.03 FEET; THENCE PROCEED NORTH 12 DEGREES 11 MINUTES 48 SECONDS WEST A DISTANCE OF 63.72 FEET; THENCE PROCEED NORTH 67 DEGREES 46 MINUTES 09 SECONDS EAST A DISTANCE OF 533.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 0.55 ACRES, MORE OR LESS.

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST

OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 12 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF NORTHWEST QUARTER, A DISTANCE OF 157.56 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ANTIOCH ROAD. SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 43 MINUTES 51 SECONDS. AN ARC DISTANCE OF 88.05 FEET, (CHORD BEARING AND DISTANCE SOUTH 23 DEGREES 21 MINUTES 58 SECONDS EAST, A DISTANCE OF 88.05 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 24 DEGREES 20 MINUTES 04 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 259.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 24 DEGREES 20 MINUTES 04 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 163.67 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED SOUTH 71 DEGREES 24 MINUTES 20 SECONDS WEST, A DISTANCE OF 371.04 FEET; THENCE PROCEED NORTH 20 DEGREES 26 MINUTES 30 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE PROCEED NORTH 66 DEGREES 09 MINUTES 53 SECONDS EAST, A DISTANCE OF 360.37 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 1.23 ACRES, MORE OR LESS.

COMMENCE AT A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, AS GIVEN IN DEED RECORDED. THENCE PROCEED SOUTH 00 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 312.08 FEET TO AN EXISTING IRON ROD; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 226.01 FEET TO AN EXISTING IRON ROD; THENCE PROCEED SOUTH 54 DEGREES 33 MINUTES 36 SECONDS EAST, A DISTANCE OF 6.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 54 DEGREES 33 MINUTES 36 SECONDS EAST, A DISTANCE OF 216.09 FEET; THENCE PROCEED NORTH 88 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 38.37 FEET; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 202.31 FEET; THENCE PROCEED NORTH 20 DEGREES 26 MINUTES 30 SECONDS WEST, A DISTANCE OF 199.37 FEET TO AN EXISTING 2 INCH SQUARE CONCRETE MONUMENT; THENCE PROCEED NORTH 64 DEGREES 40 MINUTES 34 SECONDS EAST, A DISTANCE OF 44.57 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED AND CONTAINING .51 ACRES MORE OR LESS.

COMMENCE AT A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, AS GIVEN IN DEED RECORDED IN OFFICIAL RECORD BOOK 1659, PAGE 869, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 00 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 312.08 FEET TO AN EXISTING IRON ROD; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 226.01 FEET TO AN EXISTING IRON ROD AND TOE POINT OF BEGINNING; THENCE CONTINUE SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 40.70 FEET; THENCE PROCEED SOUTH 20 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 6.95 FEET TO AN EXISTING 2 INCH SQUARE CONCRETE MONUMENT; THENCE PROCEED NORTH 64 DEGREES 40 MINUTES 34 SECONDS EAST A DISTANCE OF 44.57 FEET; THENCE PROCEED NORTH 54 DEGREES 33 MINUTES 36 SECONDS WEST, A DISTANCE OF 6.73 FEET TO THE

POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 0.006 ACRES, MORE OR LESS.

26-3N-24-0000-0015-001A

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 12'59" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF NORTHWEST QUARTER, A DISTANCE OF 157.56 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ANTIOCH ROAD, SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 43'51" AN ARC DISTANCE OF 88.05 FEET, (CHORD BEARING AND DISTANCE = SOUTH 23 DEGREES 21'58" EAST, A DISTANCE OF 88.05 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 24 DEGREES 20'04" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 523.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 24 DEGREES 20'04" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE, DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 88 DEGREES 27'52" WEST, A DISTANCE OF 305.58 FEET; TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE PROCEED SOUTH 01 DEGREES 12'59" WEST ALONG SAID EAST LINE A DISTANCE OF 518.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE PROCEED NORTH 88 DEGREES 27'52" WEST ALONG SAID SOUTH LINE A DISTANCE OF 438.15 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTH 01 DEGREES 32'08" EAST A DISTANCE OF 357.42 FEET; THENCE PROCEED NORTH 67 DEGREES 45'14" EAST A DISTANCE OF 471.08 FEET; THENCE PROCEED NORTH 78 DEGREES 42'36" EAST A DISTANCE OF 272.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

The Commercial (C) Future Land Use Category is hereby imposed on Parcels 26-3N-24-0000-0015-0010 and 26-3N-24-0000-0015-001A. 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 26-3N-24-0000-0015-0010 and 26-3N-24-0000-0015-001A 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.

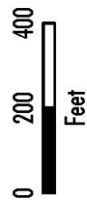
ATTEST:

Maryanne Schrader
City Clerk

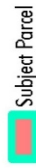
Approved by me this ____ day of _____, 2022.

J. B. Whitten
Mayor

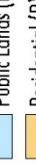
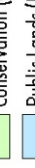
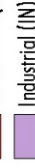
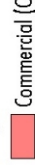
Adopted Future Land Use



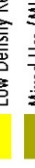
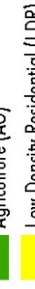
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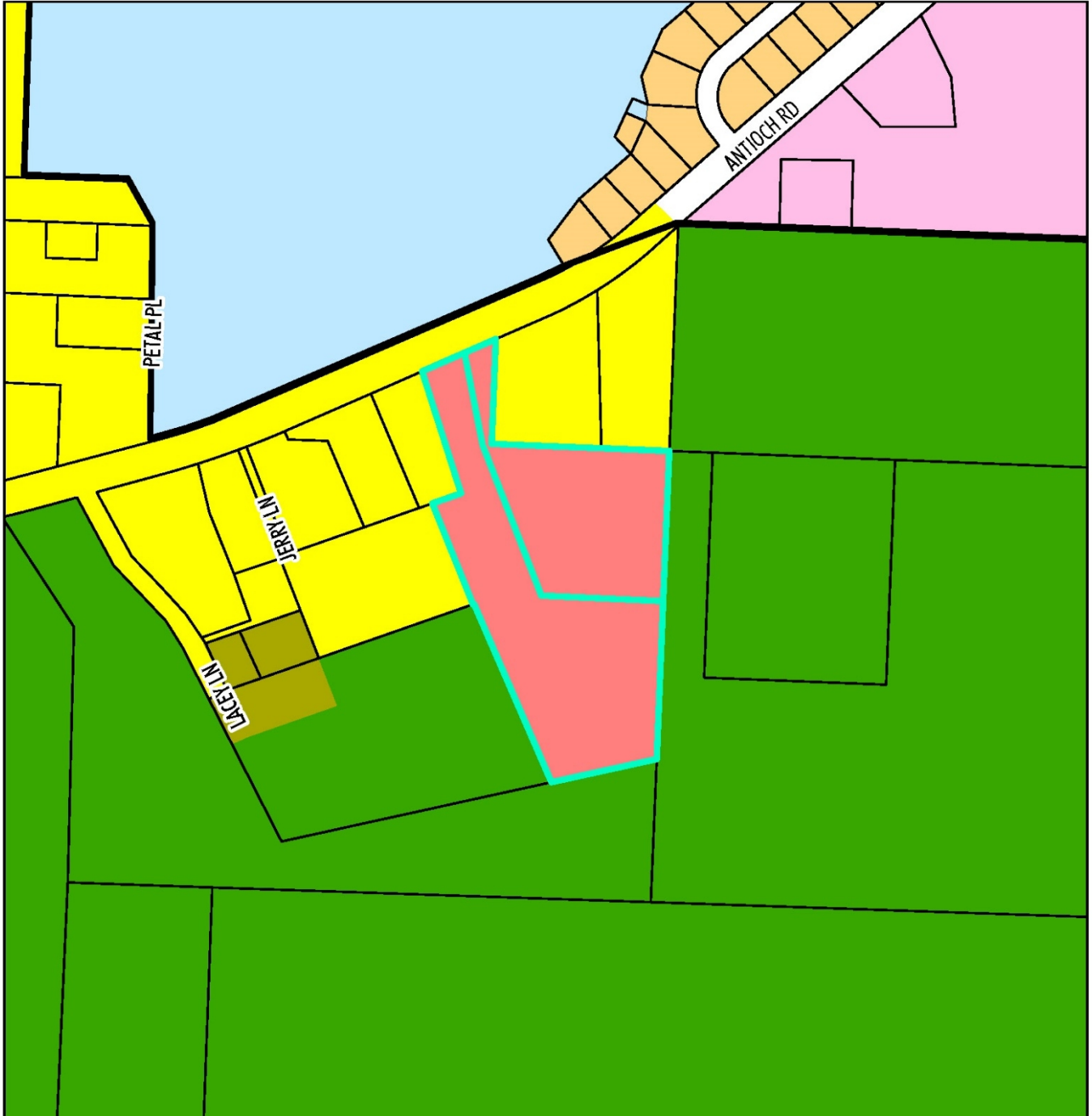
City Future Land Use



County Future Land Use



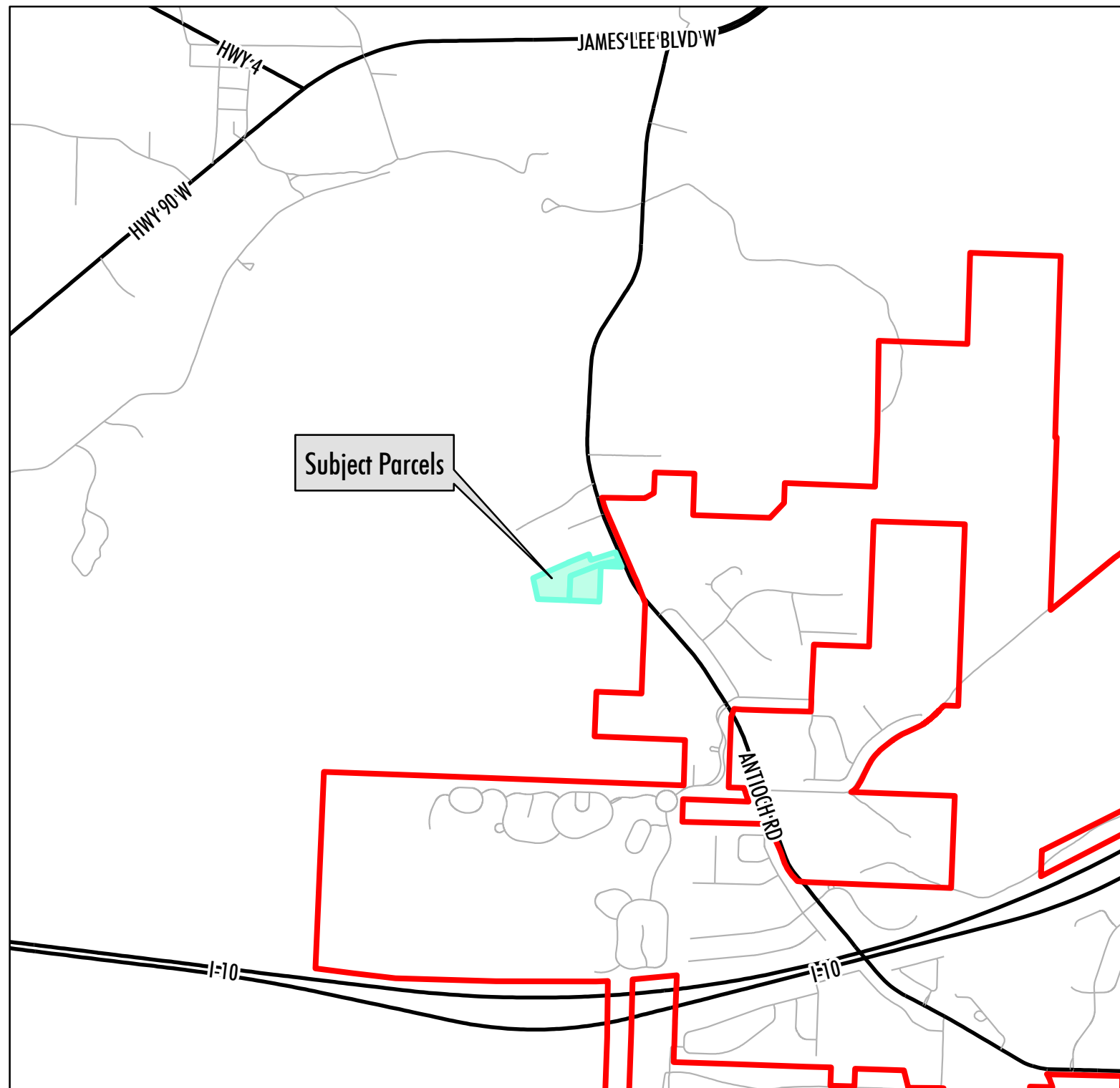
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COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
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NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



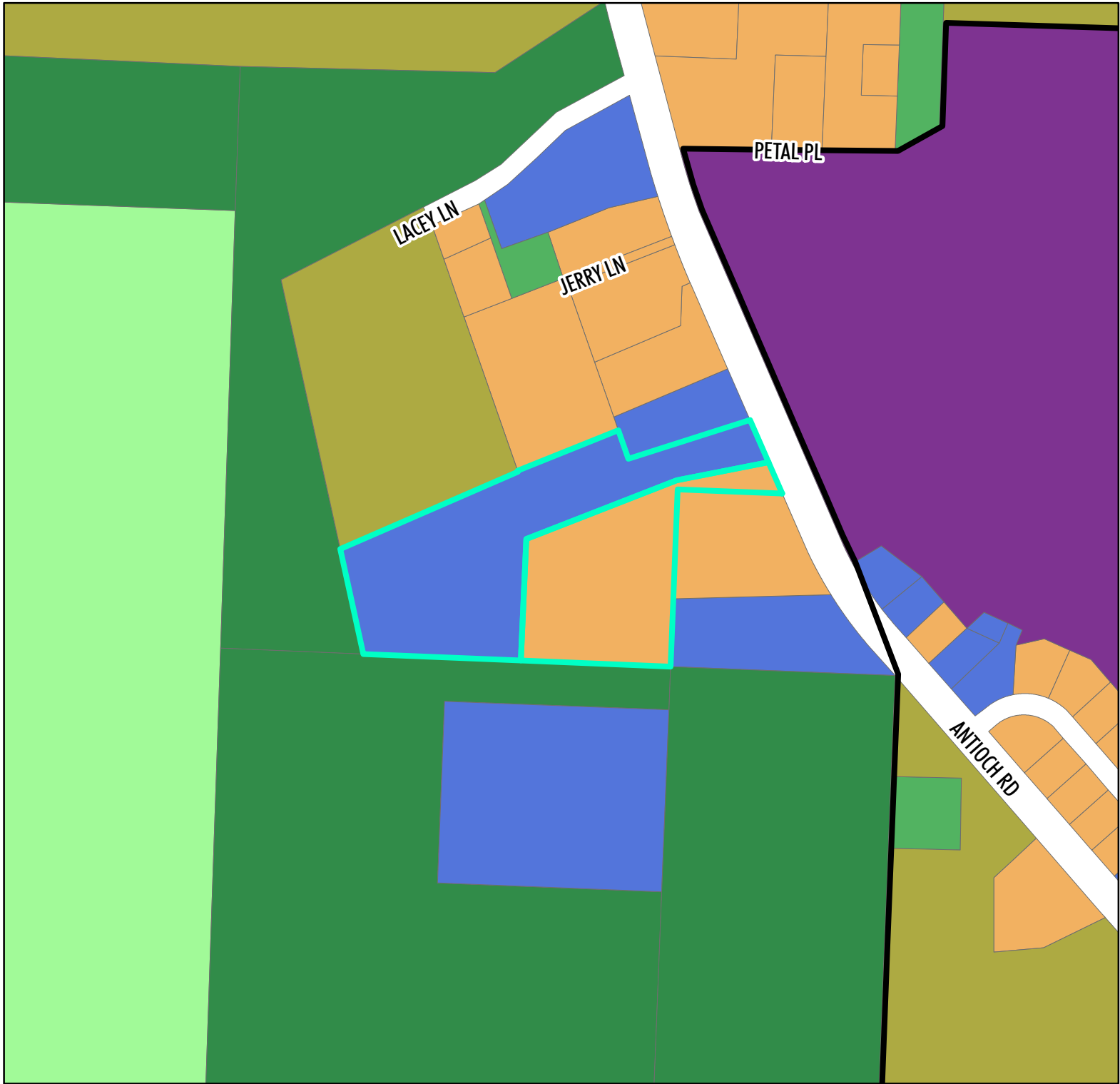
Vicinity Map



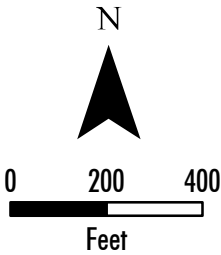
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NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Existing Use



Legend

- Subject Parcel
- City Limits
- Existing Use**
 - Golf Course
 - Improved A
 - Mobile Home
 - Single Family
 - Timber
 - Timberland
 - Vacant

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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)

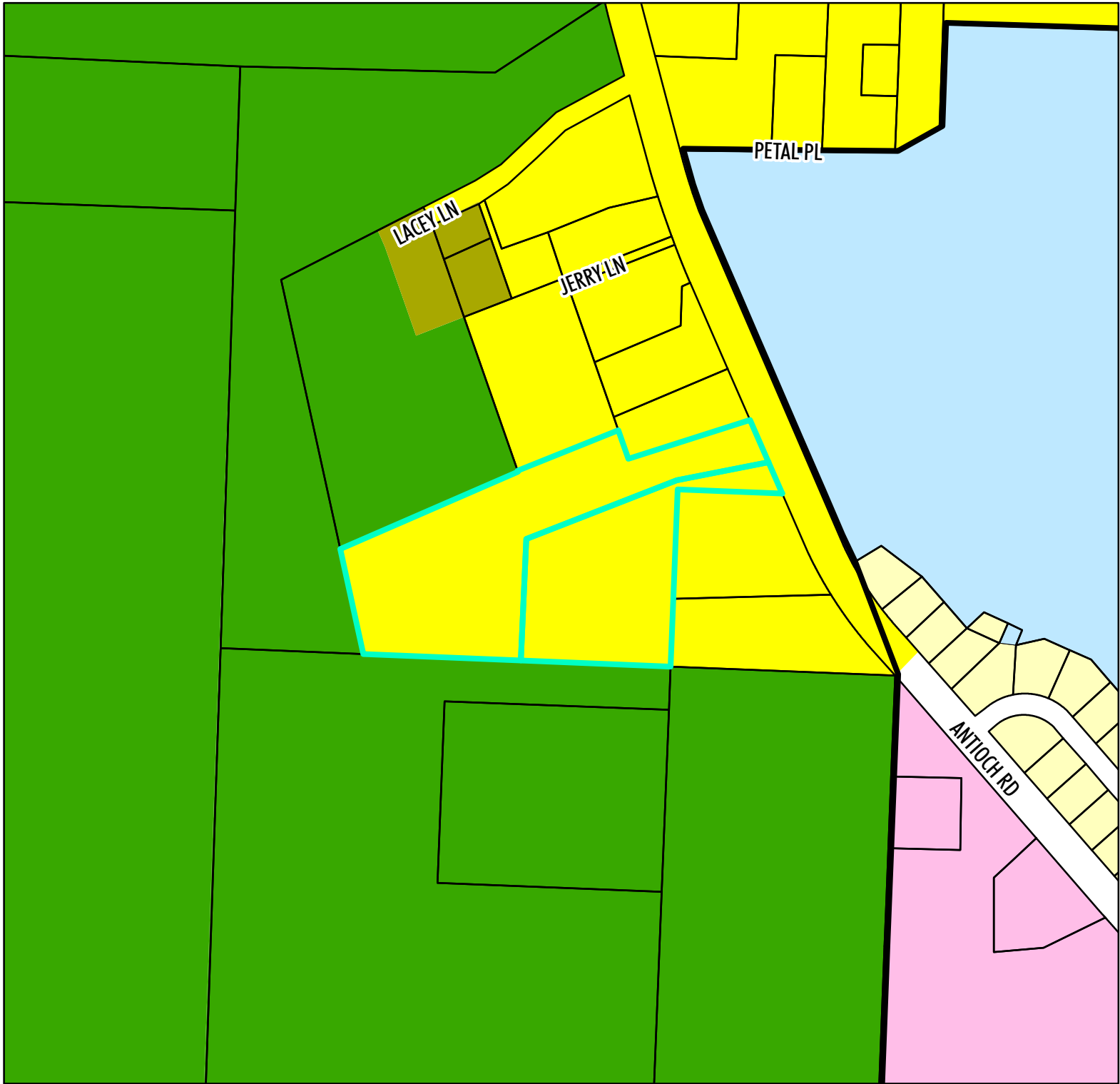
County Future Land Use

Agriculture (AG)

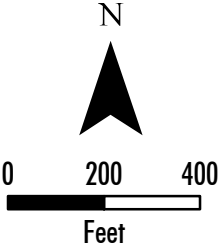
Low Density Residential (LDR)

Mixed Use (MU)

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



Current Zoning



Legend

- Subject Parcel
- City Limits
- City Zoning**
 - Single Family 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)

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

Proposed Future Land Use



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

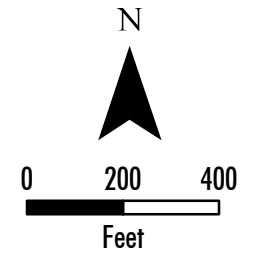
Agriculture (AG)

Low Density Residential (LDR)

Mixed Use (MU)

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

Proposed Zoning



Legend

Subject Parcel

City Limits

City Zoning

- Single Family 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)

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



Staff Report

CITY COUNCIL MEETING DATE: May 9, 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, Nicholas Schwendt, Gis
DATE: 5/5/2022
SUBJECT: Ordinance 1873 - Antioch Road Rezoning

BACKGROUND:

On April 12, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 4928 Antioch Road.

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

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

The Planning and Development Board recommended approval of the request on May 2, 2022, by a vote of 3-2, with the stipulation that the future development order come back before the Board for consideration.

DISCUSSION:

The property description is as follows:

Property Owner: Pearson Richard C & Edna M
4928 Antioch Rd
Crestview, FL 32536
Parcel ID: 26-3N-24-0000-0015-0010
26-3N-24-0000-0015-001A
Site Size: 12.48 acres
Current FLU: Okaloosa County Low Density Residential
Current Zoning: Okaloosa County Residential-1
Current Land Use: Residential

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

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

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

Staff reviewed the request for rezoning and finds the following:

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

In staff's review of this application, we took into consideration that this property is located on Antioch Road, which is classified as a collector road. Nearing the interstate and along PJ Adams Parkway on the other side of the interstate, the general zoning utilized directly along this collector road is Commercial or Mixed-Use. It is logical to continue this zoning scheme as property along Antioch Road annexes into the City.

We took into consideration the character of the existing use across the street, which is currently a Golf Course, Driving Range and Restaurant. The Commercial (C) future land use and Commercial (C-1) zoning allows uses of a comparable intensity to that adjacent use.

Staff also considered the existence of other properties, both in the City and in the County, that are within 500 feet to the north and 1000 feet south of this property, respectively, that are zoned mixed-use, allowing for similar low intensity commercial uses. Section 4.03.00 of the Land Development Code prescribes restrictions on the allowed uses for a site due to impacts and compatibility issues.

In reviewing this site specifically, it is notable that greater than 50% of this property is marked as wetlands, according to the National Wetlands Inventory, and a number of the properties surrounding it are heavily wooded in proximity to the property. These site conditions create a situation where, not only do our zoning buffer requirements provide a visual and audible screening for adjacent properties, but there are additional vegetative areas that will as well. This, coupled with the aforementioned Section 4.03.00 of the Land Development Code sufficiently ensures that there will be minimal impact to the surrounding properties.

Courtesy notices were mailed to property owners within 300 feet of the subject property on April 13, 2022. The property was posted on April 18, 2022. An advertisement ran in the Crestview News Bulletin on April 21 and 28, 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 1873 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1873

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 12.48 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, FROM THE OKALOOSA COUNTY RESIDENTIAL-1 ZONING DISTRICT TO THE COMMERCIAL LOW-INTENSITY DISTRICT (C-1) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 2 – PROPERTY REZONED. The following described 12.48 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 12.48 acres, more or less, being formerly zoned Okaloosa County Residential-1 with the Commercial (C) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1872, is hereby rezoned to Commercial Low-Intensity District (C-1) to wit:

PIN # 26-3N-24-0000-0015-0010

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 12' 59" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF NORTHWEST QUARTER, A DISTANCE OF 157.56 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ANTIOCH ROAD, SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 43' 51", AN ARC DISTANCE OF 88.05 FEET, (CHORD BEARING AND DISTANCE = SOUTH 23 DEGREES 21' 58" EAST, A DISTANCE OF 88.05 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 24 DEGREES 20' 04" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 432.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 24 DEGREES 20' 04" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE, DEPARTING SAID RIGHT OF WAY LINE, PROCEED SOUTH 78 DEGREES 42' 36" WEST, A DISTANCE OF 272.95 FEET; THENCE PROCEED SOUTH 67 DEGREES 45' 14" WEST, A DISTANCE OF 471.08 FEET; THENCE PROCEED SOUTH 01 DEGREES 32' 08" WEST, A DISTANCE OF 357.42 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE PROCEED NORTH 88 DEGREES 27' 52" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 455.04 FEET; THENCE, DEPARTING SAID SOUTH LINE PROCEED NORTH 12 DEGREES 11' 48" WEST, A DISTANCE OF 260.80 FEET; THENCE PROCEED NORTH 63 DEGREES 54' 08" EAST, A DISTANCE OF 545.03 FEET; THENCE PROCEED NORTH 20 DEGREES 26' 30" WEST, A DISTANCE OF 26.15 FEET; THENCE PROCEED NORTH 67

DEGREES 43' 11" EAST, A DISTANCE OF 38.80 FEET; THENCE PROCEED SOUTH 20 DEGREES 26' 30" EAST, A DISTANCE OF 104.55 FEET; THENCE PROCEED NORTH 71 DEGREES 24' 20" EAST, A DISTANCE OF 371.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 6.45 ACRES, MORE OR LESS.

COMMENCE AT THE RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; AS GIVEN IN DEED RECORDED IN OFFICIAL RECORD BOOK 1659, PAGE 869, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 00 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 118.78 FEET TO A POINT LYING IN THE RIGHT OF WAY LINE OF ANTIOCH ROAD; SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02 DEGREES 23 MINUTES 29 SECONDS, AN ARC DISTANCE OF 121.66 FEET, (CORD BEARING AND DISTANCE = SOUTH 23 DEGREES 02 MINUTES 109 SECONDS, A DISTANCE OF 121.65 FEET), TO A 6 INCH SQUARE CONCRETE RIGHT OF WAY MONUMENT MARKING THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED ALONG SAID RIGHT OF WAY LINE SOUTH 24 DEGREES 20 MINUTES 04 SECONDS EAST, A DISTANCE OF 259.89 FEET; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 360.37 FEET; THENCE PROCEED SOUTH 20 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 25.45 FEET; THENCE PROCEED SOUTH 67 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 338.80 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH 20 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 26.15 FEET; THENCE PROCEED SOUTH 63 DEGREES 54 MINUTES 08 SECONDS WEST, A DISTANCE OF 545.03 FEET; THENCE PROCEED NORTH 12 DEGREES 11 MINUTES 48 SECONDS WEST A DISTANCE OF 63.72 FEET; THENCE PROCEED NORTH 67 DEGREES 46 MINUTES 09 SECONDS EAST A DISTANCE OF 533.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 0.55 ACRES, MORE OR LESS.

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 12 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF NORTHWEST QUARTER, A DISTANCE OF 157.56 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ANTIOCH ROAD. SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 43 MINUTES 51 SECONDS. AN ARC DISTANCE OF 88.05 FEET, (CHORD BEARING AND DISTANCE SOUTH 23 DEGREES 21 MINUTES 58 SECONDS EAST, A DISTANCE OF 88.05 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 24 DEGREES 20 MINUTES 04 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 259.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 24 DEGREES 20 MINUTES 04 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 163.67 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED SOUTH 71 DEGREES 24 MINUTES 20 SECONDS WEST, A DISTANCE OF 371.04 FEET; THENCE PROCEED NORTH 20 DEGREES 26 MINUTES 30 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE PROCEED NORTH 66 DEGREES 09 MINUTES 53

SECONDS EAST, A DISTANCE OF 360.37 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 1.23 ACRES, MORE OR LESS.

COMMENCE AT A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, AS GIVEN IN DEED RECORDED. THENCE PROCEED SOUTH 00 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 312.08 FEET TO AN EXISTING IRON ROD; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 226.01 FEET TO AN EXISTING IRON ROD; THENCE PROCEED SOUTH 54 DEGREES 33 MINUTES 36 SECONDS EAST, A DISTANCE OF 6.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 54 DEGREES 33 MINUTES 36 SECONDS EAST, A DISTANCE OF 216.09 FEET; THENCE PROCEED NORTH 88 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 38.37 FEET; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 202.31 FEET; THENCE PROCEED NORTH 20 DEGREES 26 MINUTES 30 SECONDS WEST, A DISTANCE OF 199.37 FEET TO AN EXISTING 2 INCH SQUARE CONCRETE MONUMENT; THENCE PROCEED NORTH 64 DEGREES 40 MINUTES 34 SECONDS EAST, A DISTANCE OF 44.57 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED AND CONTAINING .51 ACRES MORE OR LESS.

COMMENCE AT A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, AS GIVEN IN DEED RECORDED IN OFFICIAL RECORD BOOK 1659, PAGE 869, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 00 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 312.08 FEET TO AN EXISTING IRON ROD; THENCE PROCEED SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 226.01 FEET TO AN EXISTING IRON ROD AND TOE POINT OF BEGINNING; THENCE CONTINUE SOUTH 66 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 40.70 FEET; THENCE PROCEED SOUTH 20 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 6.95 FEET TO AN EXISTING 2 INCH SQUARE CONCRETE MONUMENT; THENCE PROCEED NORTH 64 DEGREES 40 MINUTES 34 SECONDS EAST A DISTANCE OF 44.57 FEET; THENCE PROCEED NORTH 54 DEGREES 33 MINUTES 36 SECONDS WEST, A DISTANCE OF 6.73 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, AND CONTAINING 0.006 ACRES, MORE OR LESS.

PIN # 26-3N-24-0000-0015-001A

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 12'59" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF NORTHWEST QUARTER, A DISTANCE OF 157.56 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ANTIOCH ROAD, SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 43'51" AN ARC DISTANCE OF 88.05 FEET, (CHORD BEARING AND DISTANCE = SOUTH 23 DEGREES 21'58" EAST, A DISTANCE OF 88.05 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 24 DEGREES 20'04" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 523.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 24 DEGREES 20'04" EAST, ALONG SAID RIGHT OF WAY

LINE, A DISTANCE OF 100.00 FEET; THENCE, DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 88 DEGREES 27'52" WEST, A DISTANCE OF 305.58 FEET; TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE PROCEED SOUTH 01 DEGREES 12'59" WEST ALONG SAID EAST LINE A DISTANCE OF 518.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE PROCEED NORTH 88 DEGREES 27'52" WEST ALONG SAID SOUTH LINE A DISTANCE OF 438.15 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTH 01 DEGREES 32'08" EAST A DISTANCE OF 357.42 FEET; THENCE PROCEED NORTH 67 DEGREES 45'14" EAST A DISTANCE OF 471.08 FEET; THENCE PROCEED NORTH 78 DEGREES 42'36" EAST A DISTANCE OF 272.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

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 # 1872 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the ____ day of _____, 2022.

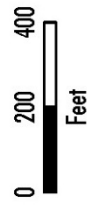
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this ____ day of _____, 2022.

J. B. Whitten
Mayor

Adopted Zoning



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 (I/M)

Public Lands (P)

Conservation (E)

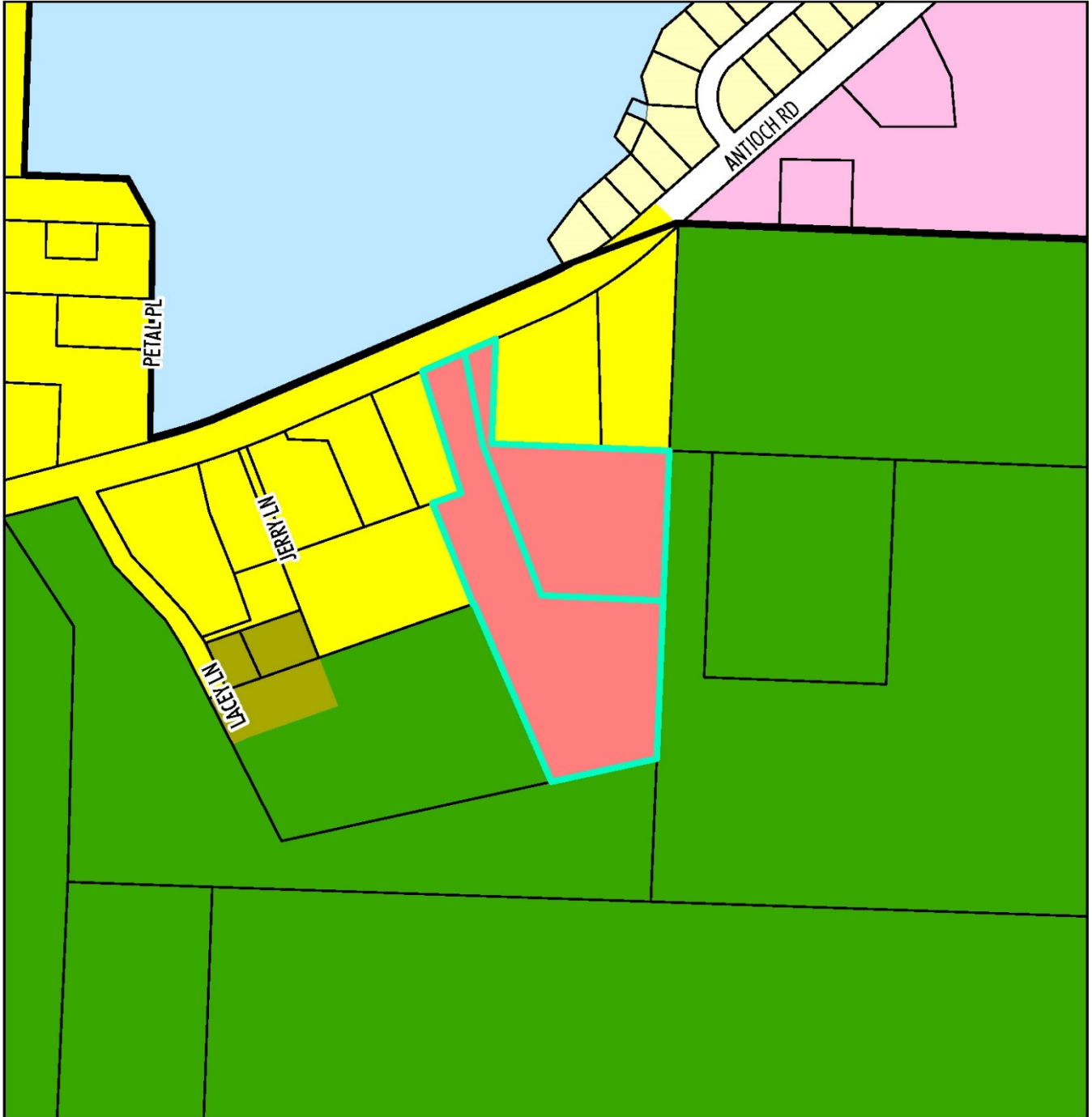
County Zoning

Agricultural (AA)

Residential - 1 (R-1)

Mixed Use (MU)

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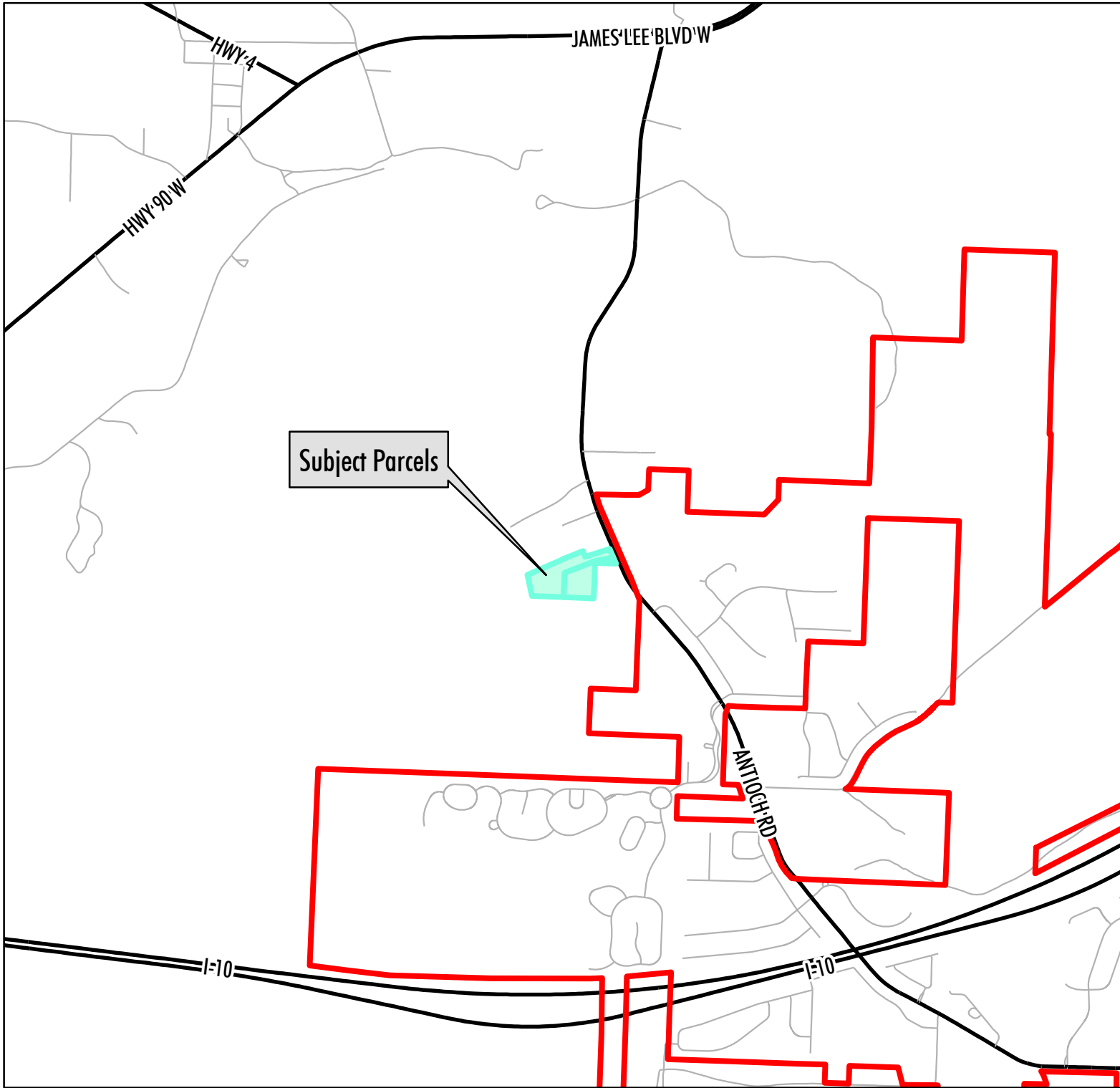


Vicinity Map

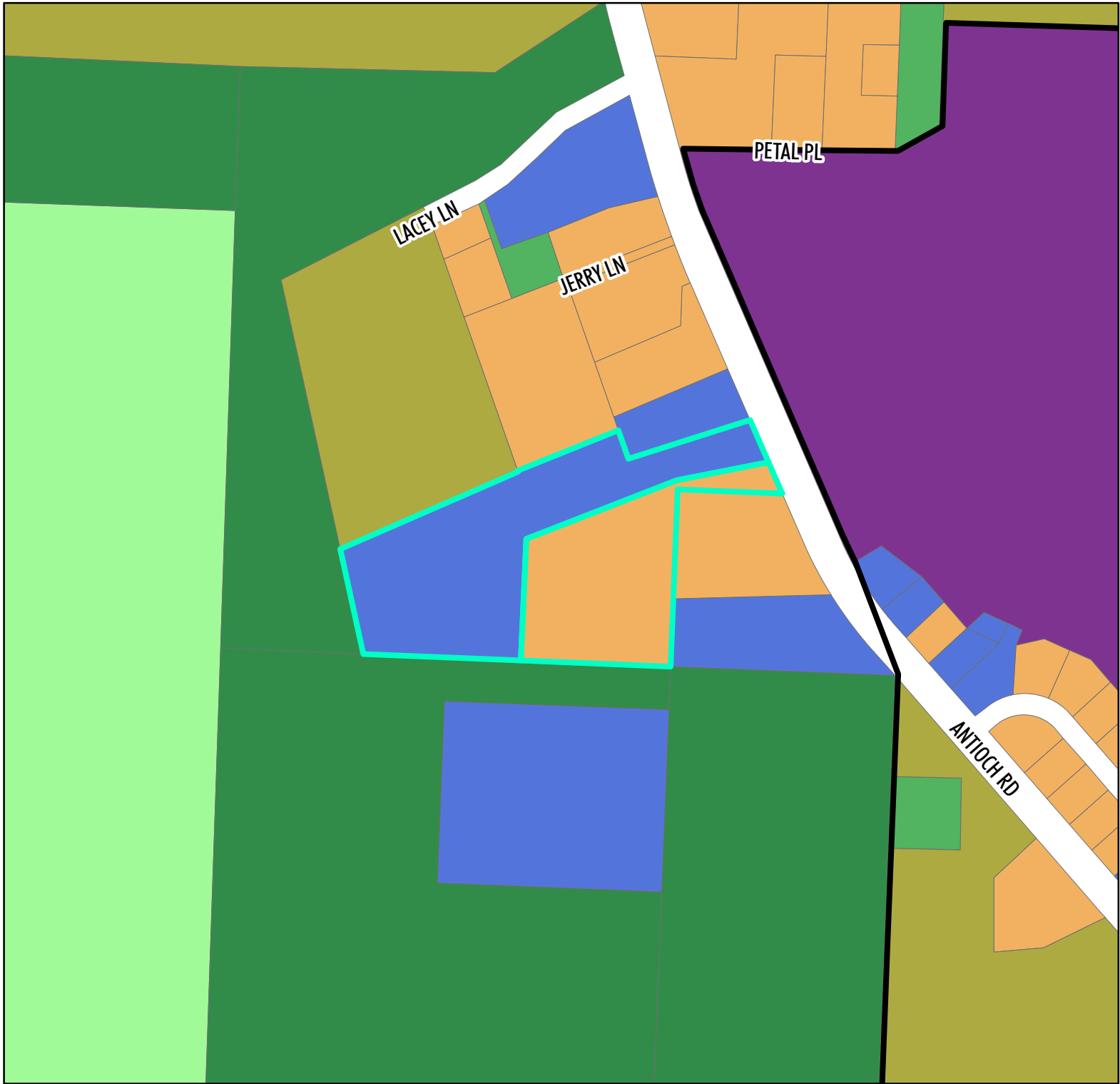


Not to Scale

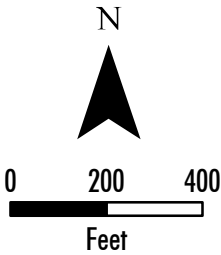
Subject Parcels



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



Existing Use



Legend

-  Subject Parcel
-  City Limits
- Existing Use**
 -  Golf Course
 -  Improved A
 -  Mobile Home
 -  Single Family
 -  Timber
 -  Timberland
 -  Vacant

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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

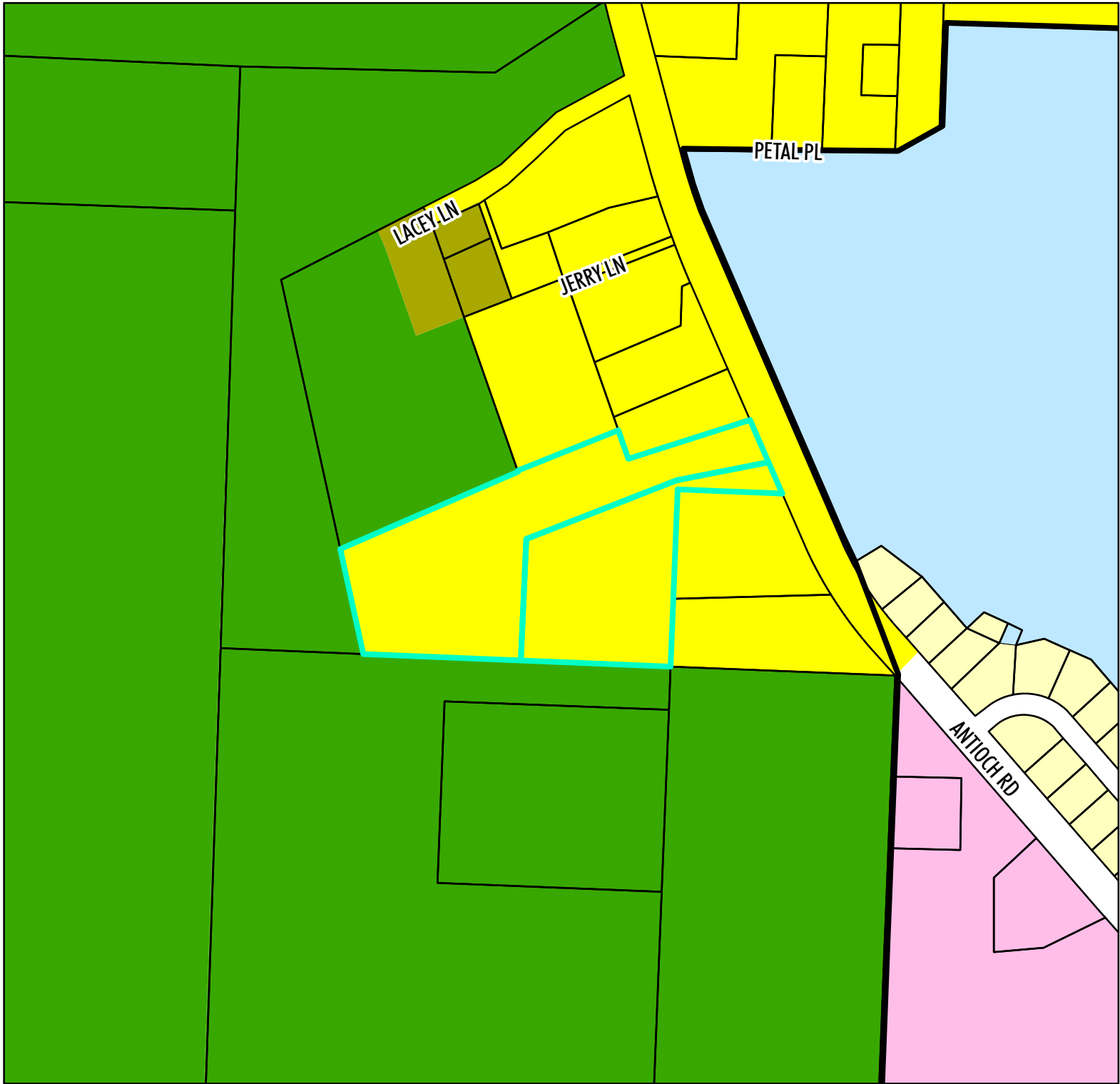
City Future Land Use

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

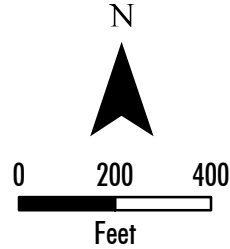
County Future Land Use

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

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Current Zoning



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)

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PARCEL INFORMATION PROVIDED BY
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NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Future Land Use



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

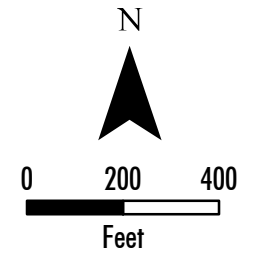
 Agriculture (AG)

 Low Density Residential (LDR)

 Mixed Use (MU)

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

Proposed Zoning



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)

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



Staff Report

CITY COUNCIL MEETING DATE: May 9, 2022

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 5/4/2022
SUBJECT: Resolution 2022-13 - Adoption of 2021 Okaloosa County Local Mitigation Strategy

BACKGROUND:

The Robert T. Stafford Disaster Relief Act, as modified by the Disaster Mitigation act of 2000, requires local governments to develop a Local Mitigation Strategy (LMS). This LMS identifies the types of natural disasters that a community is likely to experience, and clearly defines hazard mitigation activities to reduce the community's vulnerability to such natural disasters. Okaloosa County adopted it's first LMS in 1999, which has subsequently been updated every 5 years since 2006, with the latest update in 2016. The City is included within the Okaloosa County LMS and is thereby required to formally adopt the LMS before it can be submitted to the Federal Emergency Management Agency (FEMA) by the State of Florida.

DISCUSSION:

In the past, the City has repealed and adopted the LMS, as amended. This year staff identified that the adoption of the LMS by ordinance is not necessary, and that it may be adopted by resolution, resulting in less time taken to adopt the new document and no advertising cost, versus following the process for ordinances.

With the repeal of the 2016 Local Mitigation Strategy by Ordinance 1864, this resolution serves to adopt the 2021 Local Mitigation Strategy.

The portion of the LMS specifically pertaining to the City of Crestview has been provided as an attachment 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.

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.

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

Adoption of this resolution will not have a direct impact on the city budget, but will ensure the ongoing availability of both pre- and post-disaster funds for the city and its residents.

RECOMMENDED ACTION

Staff respectfully requests adoption of Resolution 2022-13.

Attachments

1. 2021 LMS - Section 5.01 City of Crestview

RESOLUTION: 2022- 13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, ADOPTING THE 2021 OKALOOSA COUNTY LOCAL MITIGATION STRATEGY; PROVIDING FOR AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, to ensure local communities prepare for natural disasters and as a prerequisite to receive certain disaster funds, the Robert T. Stafford Disaster Relief Act, as modified by the Disaster Mitigation Act of 2000, requires local governments develop a Local Mitigation Strategy (LMS); and

WHEREAS, Okaloosa County adopted its first LMS in 1999, which it readopted with revisions in 2006, substantially revised in 2011, and further updated in 2016; and

WHEREAS, City Council adopted the 2016 Okaloosa County LMS on October 10, 2016; and

WHEREAS, Okaloosa County has updated its LMS in 2021 and submitted it to the Florida Division of Emergency Management (FDEM), which approved the LMS on October 18, 2021; and

WHEREAS, the City of Crestview is required to formally adopt the Okaloosa County LMS prior to submittal to Federal Emergency Management Agency (FEMA) by the State of Florida; and

WHEREAS, upon review of the 2021 LMS for Okaloosa County, the City Council of the City of Crestview has formally repealed the 2016 Okaloosa County Local Mitigation Strategy; and

WHEREAS, upon review of the 2021 LMS for Okaloosa County, the City Council of the City of Crestview, Florida does formally adopt the updated Okaloosa County LMS to ensure the City of Crestview and its residents are able to receive certain types of pre-disaster and post-disaster funds caused by natural disasters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 166, Florida Statutes, the City Charter and Code of Ordinances.

SECTION 2 – ADOPTION OF 2021 LMS – The City Council hereby adopts the 2021 Okaloosa County Local Mitigation Strategy (LMS), which shall be considered the local mitigation strategy for all purposes pursuant to the Stafford act and all related rules and regulations. The LMS Plan shall serve as the City’s long-term strategy for reducing disaster losses by addressing public participation, risk assessment, and identifying potential mitigation actions.

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

Passed and adopted by the City Council of Crestview, Florida on the 9th day of May, 2022.

APPROVED:

ATTEST:

J.B. Whitten
Mayor

Maryanne Schrader
City Clerk

Section 5.01

City of Crestview





City of Crestview

Section 5.01.01 Risk Assessments

Section 5.01.01.01 Introduction

The intent of this section is to provide information regarding the hazards threatening the City of Crestview. It is an incorporated city located in north Okaloosa County and is home to about 26,178 people according a 2020 Official Population Estimate as prepared by the University of Florida, Bureau of Economic & Business Research. It is the largest city in Okaloosa County and has been one of the fastest growing cities in the county for the past several years. In this section, hazard information relevant to the City of Crestview is compiled and an overview of the analyses is provided.

The hazards that will be analyzed in this section are natural events and the analysis concentrates on the anthropogenic effects on those events as well as the effects of those events on mankind. However, this analysis is not an assessment of technological and/or societal hazards and, therefore, these types of events are not covered under this plan or in the analysis provided in this section.

Primary attention is given to hazards considered reasonably possible to occur in the City of Crestview. These hazards include:

- Hurricane and Tropical Storm
- Flooding
- Dam Safety
- Land Erosion
- Severe Storms
 - Tornado
 - Thunderstorms and Lightning
 - Winter Storms
- Heat Wave and Drought
 - Heat Wave
 - Drought
- Wildfire

The following hazards are considered minimal or no risk to the City of Crestview: sinkholes, expansive soils, earthquakes, avalanches, land subsidence, landslides, volcanoes, and tsunamis. Therefore, these hazards are not analyzed in any depth in the hazard analysis. Further explanation is provided in the “Other Hazards” section. Also, because of the City of Crestview’s topographic location and not being a coastal or bay community, it is not susceptible to storm surge, beach erosion, and waterspouts.



City of Crestview

Hazard Identification

The technical planning process begins with hazard identification. In this process, the City of Crestview Staff, along with the staff from the Okaloosa County Growth Management Department, has identified all of the natural hazards that threaten the City of Crestview.

Section 5.01.01.02 Hurricane and Tropical Storm

DEFINITIONS:

Please refer back to the Risk Assessment of the overall County for the definitions of this hazard.

HISTORICAL OCCURRENCE:

Although the City of Crestview is located in the northern portion of the county and about 35 miles away from the coast, it is susceptible to the effects of hurricane and tropical storm activity. Its primary concerns attributed to hurricanes are pockets of flooding due to heavy rain, and wind damage.

The City of Crestview and Okaloosa County are equally susceptible to hurricanes and tropical storms, as a typical storm is 300 miles wide and outer rain bands can span from 50 miles to 300 miles. Hurricane-force winds can extend outwards about 150 miles in a large hurricane, while tropical-storm force winds can stretch out as far as 300 miles from the center of a large hurricane (NOAA, 1999). The degree of damage would certainly be less in the City of Crestview than a coastal or bay community in the county, but it is susceptible to damage from these storms. Therefore, the historic hurricane record of Okaloosa County is relevant to the City of Crestview.

Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard because all of the jurisdictions in Okaloosa County are equally susceptible to hurricanes and tropical storms.

EXTENT:

High winds from hurricanes are a substantial threat to homes, especially manufactured housing. Traditional stud and brick veneer or siding homes and businesses are vulnerable, as well, especially when hurricane shutters are not used. Relatively few businesses and homes have hurricane shutters in the City of Crestview, although shelters and some critical facilities are shuttered.

In the worst-case scenario, if a Category 5 hurricane directly hit Okaloosa County, hurricane force winds would be felt in the City of Crestview. These powerful winds would likely result in damage to homes and buildings, trees, power poles, and signage. In particular to power pole damage, there would be extensive widespread system destruction anticipated, which can include transmission/substation damage. Some mobile homes and frame homes would have visible damage. Windows may be broken and trees and power poles down (NOAA, 2010). Flooding may be particularly heavy on roadways.



City of Crestview

Utilizing the Historical Hurricane Tracks data set provided by NOAA (<https://coast.noaa.gov/hurricanes>) and referenced by Professor Phil Klotzbach, PhD, research scientist with the Department of Atmospheric Science at Colorado State University, the number of storms affecting Okaloosa County can be assessed. As stated above, hurricane force winds can extent 150 miles from the center. Therefor, a point placed near Destin and counting out 150 miles in both directions yields a count of 22 named storms since 2010 to 2020. This include the unique storm Amanda / Cristobal that started in the Pacific Ocean and came ashore within 150 miles of Destin.

PROBABILITY:

According to Colorado State University's United States Landfalling Hurricane Probability Project, Okaloosa County, and thus the City of Crestview, has the following future probabilities:

Table 5.01.01.02.1: 50-Year Probabilities of Named Storm, Tropical Storm, and Hurricane Making Landfall in Okaloosa County

1 or More Named Storms Making Landfall	1 or More Hurricanes Making Landfall	1 or More Intense Hurricanes Making Landfall	Tropical Storm-Force (≥ 40 mph) Wind Gusts	Hurricane-Force (≥ 75 mph) Wind Gusts	Intense Hurricane-Force (≥ 115 mph) Wind Gusts
90.90%	68.60%	40.50%	>99.9%	99.60%	82.30%

Source: The United States Land falling Hurricane Web Project, 2010

Table 5.01.01.02.2: Tropical Storms within 50 miles from 1851 - 2019

County	Number of Events (1851-2019) (within 50 Miles)			Climatological			Probability in 2021		
				Probability ≥ 1 Event of Specific Intensity			Probability ≥ 1 Event of Specific Intensity		
	Named Storms	Hurricanes	Major Hurricanes	Named Storm	Hurricane	Major Hurricane	Named Storm	Hurricane	Major Hurricane
Escambia	79	32	11	37%	17%	6%	44%	21%	8%
Santa Rosa	70	30	9	34%	16%	5%	40%	20%	6%
Okaloosa	73	30	9	35%	16%	5%	42%	20%	6%
Walton	74	32	10	35%	17%	6%	42%	21%	7%
Bay	76	35	9	36%	19%	5%	43%	23%	6%

Source: Department of Atmospheric Science, Colorado State University and NOAA, 2021

Section 5.01.01.03 Flooding

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.



City of Crestview

HISTORICAL OCCURRENCE:

The City of Crestview is susceptible to localized flooding, particularly on roadways. On May 9, 1995, 15 roads north of I-10 in the City of Crestview were closed for several hours due to a foot of water over the road. On October 24, 1997 heavy rains caused flooding along Old Antioch Road in the City of Crestview and a bridge across the road had to be closed for almost an hour due to high water. On July 29, 1998 heavy rains caused flooding on several secondary roads in the city. The roads were closed for about an hour and rainfall amounts were estimated between 4-5 inches. On May 7, 1999 heavy rain from slow moving thunderstorms caused water to cover many roads in the north part of the county and around the City of Crestview. Rainfall amounts were recorded at 8-10 inches. On December 2, 2009 heavy rains from thunderstorms flooded several roads around the city. On January 21, 2010 there was extensive roadway flooding in the City of Crestview, and one home had significant flood damage. On February 05, 2010 heavy rains flooded numerous roadways around the city. (NCDC, 2010). One major flood was recorded in the City of Crestview and it was a result of Hurricane Georges in 1998. Interstate 10 was closed both east and west of the City of Crestview for several hours and schools were closed for several days because secondary roads were washed-out. Record river flooding was documented, as the Shoal River crested at 21.4 feet on September 30, 1998 (NCDC, 2010). Numerous homes built above the 100-year base flood were damaged. The Okaloosa County Emergency Management Department considers the flooding associated with Hurricane Georges to be some of the most severe flooding ever recorded in Okaloosa County. In September of 2020, more than 20 inches of rain was dumped in some areas by Hurricane Sally. This caused significant flooding and caused FDOT to close the Highway 90 bridge over the Shoal River. Throughout that event, many of the other area bridges were closed, including Interstate 10.

EXTENT:

The City of Crestview is susceptible to localized flooding in the areas surrounding the small streams, lakes, and rivers found within the municipality, and would likely be attributed to heavy rains associated with a hurricane, tropical storm, or severe storm. Due to the City of Crestview's location between the Yellow River to the west and the Shoal River to the east, it is vulnerable to severe flooding.

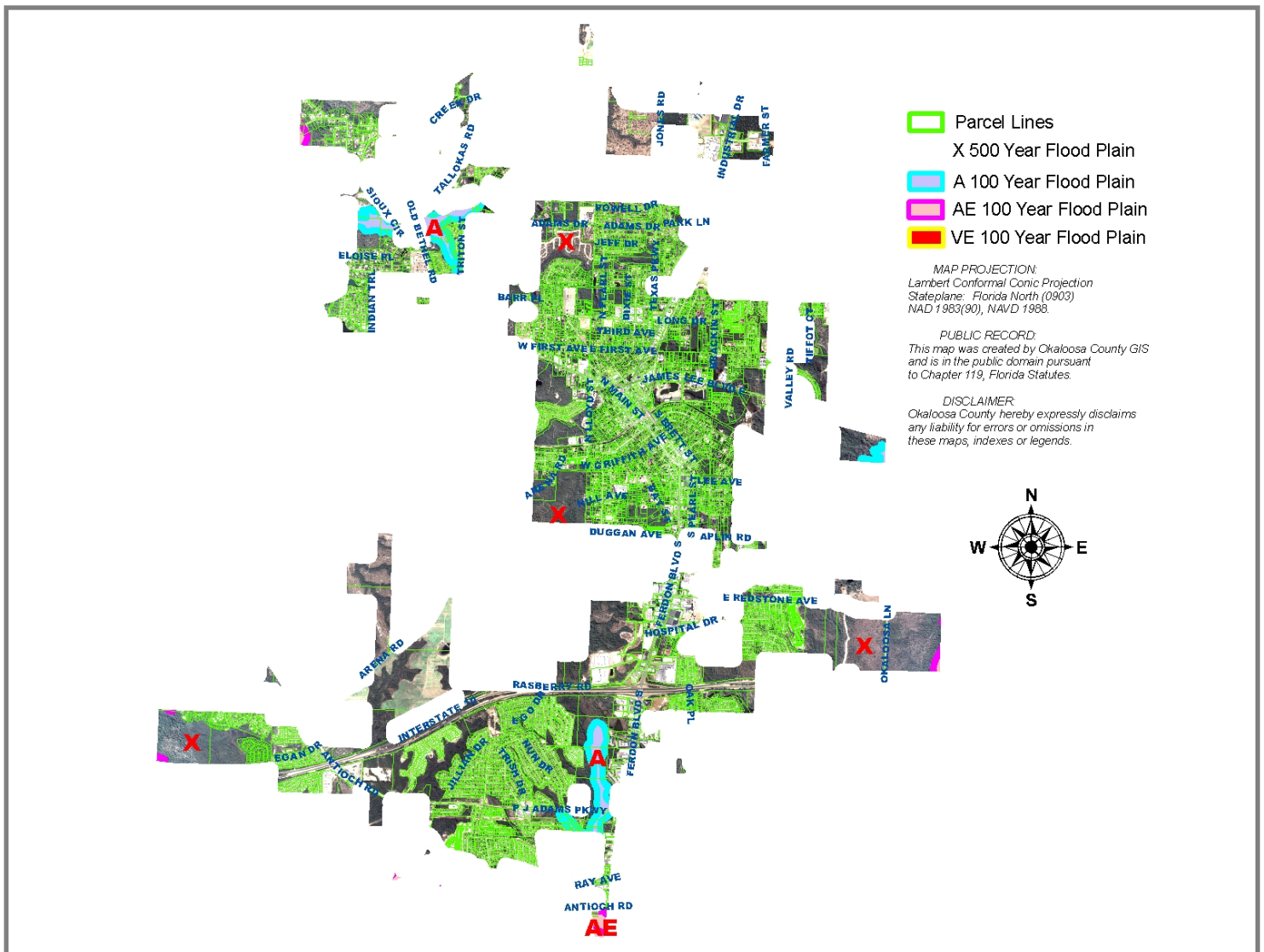
In the worst-case scenario of flooding in the City of Crestview, roadways would have several inches of water over them, road-closures would impede travel and shipments through the area, and many homes, particularly along the Shoal River, would have significant flood damage.

As evident in the flood map below, the majority of the city is located in flood zone X (500 year flood plain). There are parcels in the southern part of the city that are located in the in unnumbered A and AE flood zones, and are more prone to flooding than other areas (See Figure 5.01.01.03.1, below).



City of Crestview

Figure 5.01.01.03.1: The City of Crestview's Flood Zones



Source: FEMA Map Service Center, Dec 6 2002

There are approximately 20.66 miles of arterial and collector roads in the City of Crestview. Out of this total, 20.36 miles of these roads are located in the NFIP X Zone (500 Year Flood Zone) and .30 miles located in the NFIP Special Flood Hazard Zone.



City of Crestview

PROBABILITY:

The entire County, which includes the City of Crestview, has a future probability of a flash-flood or flood occurring annually and can be expected to occur frequently. However, due to the localized nature of flash-flooding and flooding, a more exact probability will not be provided. The City of Crestview can expect to have less than 1 major flood per year.

Section 5.01.01.04 Dam Safety

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURENCES:

Since 2001, there have been 2 out of 178 active permitted dams to fail in Okaloosa County (NFWMD, 2010). None of these failures occurred in Crestview, although one of the failures occurred just outside of the City of Crestview on Old Bethel Road. No homes were affected, or significant loss reported.

EXTENT:

The City of Crestview has 28 active permitted dams within its jurisdiction. There are other dams located just outside the City's jurisdictional boundary and may cause flooding within or spill over into the city, even though the dam is outside of the city limits. Most of these are small agricultural dams or retention ponds. In the worst-case scenario, if one of these dams failed, the area surrounding the dam could experience flooding and agricultural losses, and may cause residential flooding or highway flooding.

PROBABILITY:

Due to the rarity of dam failure in Okaloosa County, and no record of occurrence in the City of Crestview, the future probability of dam failure resulting in flooding is less than 1 per year.

Section 5.01.01.05 Land Erosion

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

All of Okaloosa County is equally susceptible to land erosion in some localized areas; this includes the City of Crestview. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard.

EXTENT:

Sheet erosion, if left unchecked, can damage drainage ditches, fill storm water retention ponds with sediment, and cause erosion into property, including structures. Most erosion of this nature occurs along unpaved roadways in hilly areas. In this instance, the result is the deposition and buildup of soils/sands on the roadways and in the drainage systems.

In the worst-case scenario, soil erosion will cause land to be unusable for other purposes because of the degraded soil quality, structure, stability, and texture. Erosion along stream and



City of Crestview

ditch banks will cause loss property, undermining of structures (bridges, etc.), and washing out of lanes, roads, and fence rows.

PROBABILITY:

Based on the existence of potentially highly erodible soils and erodible soils there is a possibility of land erosion in Crestview. The future probability of soil erosion cannot be given because no occurrence of land erosion has been documented in the City of Crestview.

Section 5.01.01.06 Severe Storms

The Severe Storms segment of the LMS Hazards Assessment includes tornado, thunderstorms and lightning, winter storms, and heat waves and drought (hurricanes are excluded from this section because they are covered in another section of this chapter).

Section 5.01.01.06.01 Tornado

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

On October 4, 1995, an F2 tornado touched down near Interstate 10 east of the City of Crestview. The tornado destroyed two homes and a church and severely damaged the late Bob Sikes Homestead and the Crestview High School's gymnasium. One home was completely destroyed, killing an elderly female who was living there. The other home had the roof taken off and most of the insides of the home were destroyed. Three people were injured in the home. The tornado was on the ground for almost two miles.

On October 27, 1995, an F0 tornado briefly touched down near Duke Field which is on Highway 85 between the City of Crestview and the City of Niceville but resulted in no damage. On December 2, 2009, a tornado developed 3 miles southeast of the City of Crestview and developed during a line of thunderstorms that were passing through (NCDC, 2010). The total damage as a result of all these tornadoes was \$300,000. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard.

EXTENT:

The damage potential for a tornado increases as a function of population density. As the number of structures and people increase, the potential damage/injury rate increases. Manufactured housing, poorly constructed or substandard housing and apartment complexes

are especially susceptible to damage from a tornado. The worst possible scenario in terms of tornado damage would be if an F-5 tornado hit the City of Crestview. It is very unlikely that an F-5 tornado would strike either Okaloosa County or the City of Crestview, but if one did there would be complete destruction of homes and businesses that were in the tornado's path. Trees and power lines would be snapped, building debris scattered about, and severe structural damage would be evident on any building left standing. The most common and active weather threat in Okaloosa County for the formation of tornadoes is severe thunderstorms associated with frontal boundaries. Frontal boundaries and summertime afternoon air mass thunderstorms



City of Crestview

can reach severe limits because of atmospheric uplift. High winds relating to gust fronts and “microbursts” can create high wind speeds up to 100 MPH.

PROBABILITY:

As stated previously, the tornado history of Okaloosa County is equally relevant to the City of Crestview. Therefore, the future tornado probability of Okaloosa County is the same for the City of Crestview. From 1958-2009 there have been a total of 94 reported tornadoes in Okaloosa County. Based on this data the probability of a future tornado occurrence in the City of Crestview is less than 2 tornadoes per year.

Section 5.01.01.06.02 Thunderstorms and Lightning

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

Between 1995 and 2009, there have been 16 different hail events in the City of Crestview. The total damage associated with these events was \$13,000. Between 1995 and 2009 there have been 14 accounts of damaging thunderstorm winds. These winds have mostly resulted in damage in the form of downed trees and power lines. There was one account recorded during January of 1999 in which a house sustained roof damage due to high winds. The total cumulative damage from all of these events was \$101,500. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard. *Note* the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into the specific areas of the county.

On September 4, 1996, a workshop in the City of Crestview was struck by lightning and the building was totally destroyed by fire. On June 20, 1997 two houses were struck by lightning and both of them caught on fire but were put out with minimal damage to the homes. On July 1998, lightning struck a water tower and blew a hole in it. Lightning also hit a home in the same area and started a fire, but it was quickly put out. On January 2, 1999 lightning struck the communications system for Okaloosa County in the City of Crestview and knocked the 911 system off the air for several hours. On June 15, 2000 lightning hit a tree outside of a house.

The strike ran along the trees root system into a house, knocked two brick walls down, shattered a glass patio door, and knocked cabinets off a kitchen wall. It also started a small fire that was quickly extinguished. On August 18, 2001 lightning hit a tree near a house. The lightning ran through the branches of the tree and started a fire in the roof and attic of the house. The home suffered major damage before the fire could be put out. On June 5, 2003 lightning struck a home near the City of Crestview. The fire was quickly extinguished after the fire department arrived. On July 15, 2004 lightning struck a garage in the City of Crestview which started a fire in the garage and the two vehicles parked in it were destroyed. On April 1, 2005 lightning struck a home in the City of Crestview area. The strike started a fire and severely damaged the home, but no one was home at the time of the strike. On August 4, 2006 lightning struck several houses around the City of Crestview. No major damage was reported and no one was injured. The total damage as a result of all of these lightning events was \$244,000. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this



City of Crestview

hazard. *Note* the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into the specific areas of the county.

EXTENT:

Thunderstorm damage can include traffic accidents on wet roads, flash-flooding, lightning damage to electronics and structures, lightning strikes on people, and wind and hail damage. Aside from being able to produce tornadoes, thunderstorms can produce damaging high winds. Cold upper level air descending from the top of a thunderstorm to the ground usually causes these winds. In a worst-case scenario, if the upper level air speed of descent is rapid, these cold “microbursts” can fan out as they come in contact with the ground at a high rate of speed. This is sometimes referred to as “straight line winds.” These winds can cause significant property damage, injuries, and deaths similar to a F0 to F2 tornado or Category 1 or 2 hurricanes.

PROBABILITY:

Based on historical data (See Risk Assessment of overall County of this hazard’s historical occurrences), the City of Crestview has a future probability of experiencing less than 5 severe thunderstorms per year. Also based on historical data (See Risk Assessment of overall County for this hazard’s historical occurrences), the City of Crestview is likely to experience 4 to 16 flashes of lightning per square kilometer per year.

Section 5.01.01.06.03 Winter Storms

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

From 2005-2009 the City of Crestview had a total of 160 days where the temperature was below freezing (Weather Underground, Inc., 2010). The City of Crestview’s larger amount of freezing days may be attributed to its elevated location, which creates a greater exposure to the cold. Table 5.01.06.03.1, below, depicts the historical winter minimum average temperatures for the City of Crestview.

Table 5.01.01.06.03.1: Monthly Mean Temperature Minimums in degrees Fahrenheit, 1971-2009

	Nov	Dec	Jan	Feb	Mar
Crestview FAA Airport, FL	38.3°	33.9°	29.6°	33.8°	40.2°

Source: Southeast Regional Climate Center, 2010

Snow is considered a very rare event and generally melts off quickly. No historical, scientific data was found regarding snowfall in the City of Crestview. But, in February 2010 there were local reports of snow flurries in the northern portion of the County and around the City of



City of Crestview

Crestview. No official snowfall amount was recorded, as the snow flurries did not accumulate on the ground.

EXTENT:

The worst case scenario in terms of winter storms in the City of Crestview would be if freezing or below freezing temperatures lasted for a week or more, and if the storm responsible for such freezing temperatures knocked down power lines resulting in power loss, and the inability of residents to heat their homes. A freeze's greatest risk is generally unprotected or under-protected water pipes in homes, businesses and infrastructure. Outdoor irrigation systems and plumbing in homes where insulation is inadequate in walls or in off-grade homes where plumbing is exposed are most vulnerable. Unmitigated older structures and manufactured housing are probably the most vulnerable structures.

An icing, glaze, or sleet incident in the City of Crestview and the surrounding area would likely result in severe traffic problems and safety concerns throughout the community and its roadways, including Highway 85 and I-10. With no means of salting roadways or removing ice, emergency response would be severely slowed in iced areas. Electrical service would likely be interrupted or totally absent in many areas due to power line glazing and tree branches falling. Mitigation efforts would more likely focus on sheltering and ability to receive outside mutual aid assistance, rather than on equipment and ice buildup prevention due to the infrequency and inconsistency of such events.

PROBABILITY:

Based on the best available data of total below freezing days, the future probability of freezing temperature days in the City of Crestview is estimated to be 100 days over a 5-year time period. Annually, the City of Crestview can expect to have 8 days of freezing temperatures (NCDC). Because a snow event in the City of Crestview is so rare, a single snow "event" over five or ten years is probably the average.

Section 5.01.01.07 Heat Wave and Drought

Heat Wave

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of heat wave.

HISTORICAL OCCURRENCE:

The City of Crestview experienced three heat waves from 2005-2009 with high temperatures ranging from 91°F-102°F and average humidity ranging from 58-84 (Weather Underground, Inc., 2010).



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Table 5.01.01.06.03.1: Monthly Mean Temperature Minimums in degrees Fahrenheit, 1971-2009

	May	Jun	Jul	Aug
Crestview FAA Airport, FL	89.8°	95.6°	97°	96.9°

Source: Southeast Regional Climate Center, 2010

EXTENT:

The worst-case scenario in terms of a heat wave would be if excessive heat and humidity lasted for a week or more. Dangerous conditions are present when both heat and high humidity combine to make outside temperatures feel in the 103-124° F range. External danger warnings are issued when high temperatures and humidity combine to make outside temperatures feel in the 126-137° F range. Heat disorders may develop in people who work outside for long periods of time, such as construction workers. To combat the dangerous effects of excessive heat residents should dress appropriately, stay indoors, refrain from strenuous work during the hottest part of the day, and stay hydrated.

Electrical system failures due to demand is a true possibility during excessive heat conditions. Individuals without adequate cooling systems in their homes, with emphasis on low income and the elderly, are especially at risk of developing heat disorders. Electrical system failures due to demand would only enhance problems for all of these industries and populations (NOAA Watch: Heat Wave).

PROBABILITY:

Based on the data above, it is predicted that the future probability of a heat wave occurring in the City of Crestview is on average three times during a 5-year period.

Drought

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of drought and the categories of drought according the U.S. Drought Monitor.

HISTORICAL OCCURRENCE:

Okaloosa County and Crestview are equally susceptible to droughts as they tend to affect a large geographic area. Therefore, the drought record of Okaloosa County is relevant to the City

of Crestview. Please refer back to the Risk Assessment of the overall county for the historical occurrences of drought because Crestview is equally susceptible to this hazard.

EXTENT:

The worst-case scenario in terms of drought would be if an exceptional drought (D4) lasted for months or years in Okaloosa County and the City of Crestview (See the Risk Assessment of the



City of Crestview

overall County for drought category descriptions). An exceptional drought would cause shortages of water in reservoirs, streams, and wells. Bay swamps and bodies of water would see a drastic decline in natural water levels and water shortages in reservoirs and wells would create water emergencies. Precipitation levels would be -2.0 inches or less. Also, the risk of wildfire increases as drought deepens (U.S. Drought Monitor, 2010).

PROBABILITY:

The abnormally dry drought intensity is the condition of dryness before and after a period of actual drought. From 2000-2009, there were a total of 49 out of 120 months where Okaloosa County was abnormally dry. Based on this data, the City of Crestview has a future probability of experiencing less than 5 abnormally dry months every year. Also, from 2000-2009, there were a total of 51 out of 120 months where moderate, severe, extreme, or exceptional drought occurred in Okaloosa County. These drought intensities are the varying severity of actual droughts. The future probability of a moderate to severe drought occurring in the City of Crestview is on average 5 months per year.

Section 5.01.01.08 Wildfire

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

The City of Crestview is vulnerable to wildfire. The majority of the acreage located within the municipality is urban or residential, but vast acres of open forest lands surround the City of Crestview, and these lands consists of natural vegetation historically related to the Longleaf Pine or upland Southeastern forests. The wildfire record of Okaloosa County is relevant to the City of Crestview. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard.

EXTENT:

Based on the Wildland Fire Risk Assessment of Okaloosa County, the worst-case scenario would be if the areas with the greatest Level of Concern (LOC) experienced a massive wildfire. These areas have a greater likelihood of danger and destruction due to their inadequate infrastructure, inaccessibility to critical facilities or firefighting resource locations, and connection to the wildland-urban interface. *Note* According to the Florida Department of Forestry, wildland urban interface is defined as "the zone where structures and other human development intermingles with undeveloped wildland fuels and other natural features." Fires could come into subdivisions and neighborhoods in urban and suburban areas, which could be a potentially catastrophic situation. Smoke and ash from dangerous wildfires could decrease visibility on highways and local roads.

PROBABILITY:

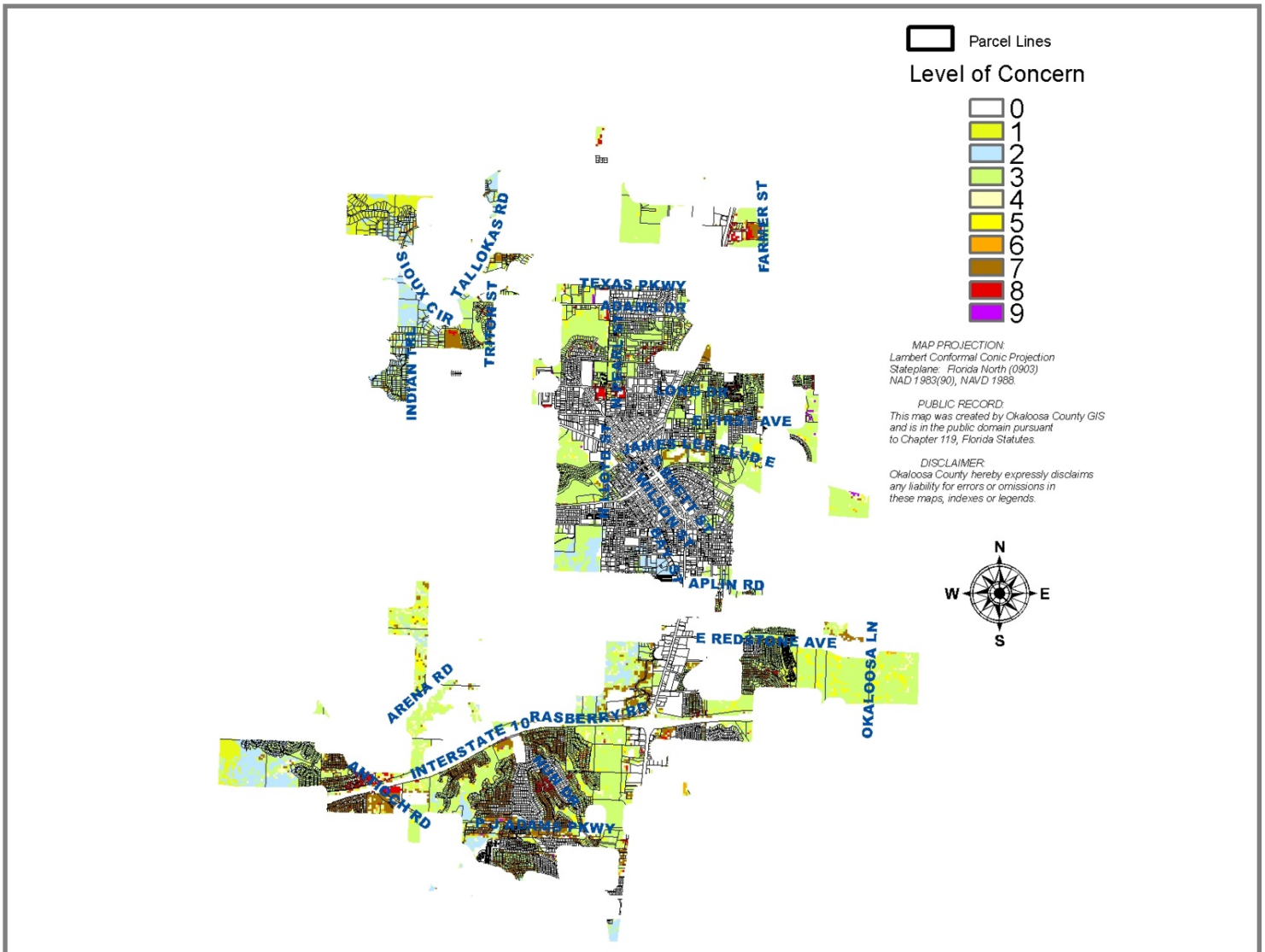
The Wildland Fire Risk Assessment System map from the Florida Division of Forestry displays the wildfire levels of concern for the City of Crestview. According to the map, most of the incorporated City is classified with "lower" levels of concern (2010). However, there are small parcels that have a high level of concern, as indicated in red. The figure below displays the levels of wildfire concern for the entire City of Crestview. It appears that the City of Crestview's



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future probability of wildfire occurrence is low, although there are certain areas to be more concerned about. See Figure 5.01.01.08.1, below.

Figure 5.01.01.08.1: Wildfire Levels of Concern for the City of Crestview



Source: Florida Division of Forestry, 2010

Section 5.01.01.09 Other Hazards

The hazards listed below have been analyzed and determined that the impact would be minimal or non-existent in the City of Crestview.



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Section 5.01.01.09.01 Sinkholes

The map and description prepared by the United States Geologic Survey (USGS) in its "Sinkhole, Type, Development and Distribution in Florida" (1985) indicates that Okaloosa County in its entirety is located in an area where sinkholes seldom, if ever, occur. The Florida Geologic Survey's statewide sinkhole database indicates no sinkholes in the County. Since there is no history of this hazard in the County, no further analysis or risk assessment will be conducted for this plan. However, should conditions change and geological features be changed, any new occurrence information in ongoing updates.

The future probability of a sinkhole occurring in the City of Crestview is less than 1% based upon no documented sinkholes in the county and the soil strata is non-conductive to the formation of sinkholes.

Section 5.01.01.09.02 Expansive Soils

According to the *Soil Survey of Okaloosa County Florida* (USDA, June 1995), two types of soils are considered vulnerable to expansion. These are known as shrinking and swelling or "expansive soils." Another way of describing expansive soils is the change of volume of a soil with a change of moisture content. All of the soils listed in the expansive class are also considered erodible soils. Okaloosa County may be susceptible to expansive soils in some localized areas. There have been no previous occurrences recorded of expansive soils in the County. The following table lists soils having moderate to high shrink swell potential in Okaloosa County. Only those soils with an associated risk of "High" are listed:

Table 5.01.01.09.02.1: Shrink/ swell potential of soils in Okaloosa County.

Soil Type	ME Soils*	HE Soils**	Total Acreage	% Total Land Area
#35-Angie (2 to 5 percent slopes)		X	1,073.26	.16
#49-Angie (5 to 12 percent slopes)		X	10,280.79	1.61
#20-Udorthents (nearly level)	X		655.31	.11
Total	.11	1.77	12,009.36	1.88

* Moderate Erodible Soils

**Highly Erodible Soils

Note: Expansive soils and erodible soils are classified as the same. Source: Soil Survey of Okaloosa County, Florida; June 1995.

Expansive soils can lessen the strength of building foundations, which could result in structural collapse or instability. In addition, these soils have limitations for use as local roads and streets because of lack of strength to support roadways and traffic. There is a possibility of shrink/swell potential or soil expansion based on the existence of moderately erodible soils and highly erodible soils in Okaloosa County. Although the specific amount of these soils in the county is



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known, the future probability of this occurring in the City of Crestview is minimal because this issue is addressed during the time of construction and there are no previous records of occurrence.

Section 5.01.01.09.03 Earthquake

According to the U.S. Geological Survey Earthquake Probability maps, the City of Crestview has between a 0.005 and 0.010% chance of experiencing a 5.0 magnitude earthquake within 100 years. This is considered a very minimal risk. Also, since there is no history of earthquakes in Okaloosa County, no further analysis or risk assessment will be conducted for this plan. The future probability of an earthquake occurring in the City of Crestview is less than 1 in 100 years.

Section 5.01.01.09.04 Avalanche

The City of Crestview does not have topography nor snowfall amounts that would create conditions for an avalanche. Since there is no history of this hazard in the county, no further analysis or risk assessment will be conducted for this plan. The future probability of an avalanche occurring in the City of Crestview is less than 1 in 100 years.

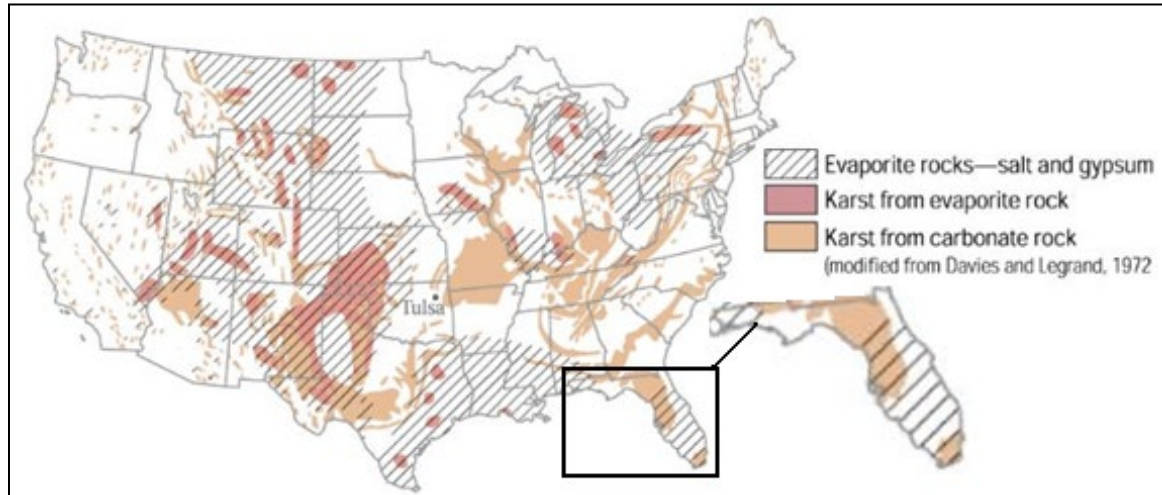
Section 5.01.01.09.05 Land Subsidence

According to the U.S. Geological Survey, "land subsidence occurs when large amounts of ground water have been withdrawn from certain types of rocks, such as fine-grained sediments. The rock compacts because the water is partly responsible for holding the ground up. When the water is withdrawn, the rock falls in on itself. Land subsidence is most often caused by human activities, mainly from the removal of subsurface water" (U.S. Geological Survey). The City of Crestview has a minimal amount of the most common rock types that are connected to land subsidence (Figure 5.01.01.09.05.1). Since there is no history of this hazard in Okaloosa County, no further analysis or risk assessment will be conducted for this plan. The future probability of land subsidence occurring in the City of Crestview is less than 1 in 100 years.



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Figure 5.01.01.09.05.1: Rock types connected to collapse (subsurface cavities/sinkholes) in the U.S.



Source: U.S. Geological Survey

Section 5.01.01.09.06 Landslide

According to U.S. Geological Survey Map of Relative Incidence and Susceptibility Map, Crestview has a very low landslide incidence with less than 1.5% area susceptible to a landslide (USGS). Landslides are therefore considered to be a minimal risk and no further analysis or risk assessment will be conducted for this plan. The future probability of a landslide occurring in the City of Crestview is less than 1 in 100 years.

Section 5.01.01.09.07 Volcano

There are no geological features in or near Okaloosa County, the City of Crestview, or the Southeast related to volcanism. Since there is no history of this hazard in Crestview, no further analysis or risk assessment will be conducted for this plan. The future probability of a volcanic eruption occurring in the City of Crestview is less than 1 in 100 years.

Section 5.01.01.09.08 Tsunami

According to the U.S. Geological Survey, the City of Crestview is not located in an area that has historically been subjected to tsunamis. Since there is no history of this hazard in the City of Crestview, minimum analysis and risk assessment will be conducted. There is no record of a tsunami occurring in the City of Crestview, as it is not a coastal county. Therefore, the future probability has been determined to be less than 1 in 100 years.



City of Crestview

Section 5.01.01.10 Summary

The risk assessment section of this LMS document highlighted the hazards that the City of Crestview is exposed to. This provides the foundation for the subsequent section covering how vulnerable the City of Crestview is to these identified hazards. The facilities, infrastructure, and neighborhoods in the City of Crestview need to be assessed for their vulnerability to disasters.



City of Crestview

Section 5.01.02 Vulnerabilities

Section 5.01.02.01 Introduction

The intent of this section is to provide a vulnerability assessment for the potential damage and estimated loss to building structures in the City of Crestview.

This section includes a brief summary description of the City of Crestview, as well as its vulnerability to the identified hazards and the impact of each hazard. It also describes the vulnerability in terms of the types and numbers of repetitive loss properties within the City of Crestview. Additionally, the section describes vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the City of Crestview.

The main intent of this section is to provide an estimate of potential dollar losses to vulnerable structures and a description of the methodology used to complete the estimate. Lastly, this section describes vulnerability in terms of providing a general description of land uses and development trends within the City of Crestview so that mitigation options can be considered in future land use decisions.

Section 5.01.02.02 Methodology

The Okaloosa County Staff used the same methods, of quantifying the estimated dollar losses to the vulnerable structures potentially impacted by each hazard, for the City of Crestview as the overall County. Therefore, please refer to Okaloosa County's Overall Vulnerabilities, Section 4.02.02, for more information.

Section 5.01.02.03 Summary Description of the City of Crestview

The City of Crestview is an incorporated city located in the northern portion of Okaloosa County. The City is home to 26,178 people according a 2020 Official Population Estimate as prepared by the University of Florida, Bureau of Economic & Business Research, which makes it the largest municipality in Okaloosa County by population. The City of Crestview is the most rapidly growing city in Okaloosa County and has been for several years. Most of the existing commercial development is located north of I-10 and concentrated along the corridor of U.S. Highway 85. The majority of the residential subdivisions are located both northeast and northwest of I-10 and U.S. Highway 85. In 2004, 68 applicants have sought building permits for residential subdivisions in the Crestview area alone. By 2019 that number has grown to 115 and for 2020 there were 145. It is reasonable to expect that the City of Crestview and the surrounding area will continue to grow as the population of Eglin Air Force Base expands.

Section 5.01.02.04 Vulnerable Populations

Hazards do not affect the entire population the same. Therefore, special attention needs to be given to the more vulnerable populations. Please refer back to the overall County's Vulnerability for further explanation on these vulnerable populations. The table below displays the City of Crestview's vulnerable populations.

**City of Crestview****Table 5.01.02.04.1:** Estimated Vulnerable Populations in the City of Crestview, 2010

Population	2010 Census Percent Population	2014 Estimate
Elderly	14.5%	3256
Language Isolation	.3%	45
Disabled	48.6%	9845
Single Parent	19.5%	1102
Poverty	13.5%	2561
Minority	18.6%	4031

Source: 2010 Census; U.S. Census Population Division

Section 5.01.02.05 Repetitive Loss Properties

According to FEMA, a *repetitive loss structure* is “an NFIP-insured structure that has had at least two paid flood losses of more than \$1,000 each in any 10-year period since 1978” (FEMA, 2010). The hazards of hurricanes, tropical storms, storm surge, flooding, and thunderstorms are responsible for repetitive loss properties. Historically, these properties are more vulnerable to certain hazards than other structures in the County because they have already experienced significant flood damage. As of 2015 the City of Crestview does not have any current repetitive loss properties; however, the LMS Committee will update this if this changes in the future.

Section 5.01.02.06 Hurricane and Tropical Storm

The City of Crestview is vulnerable to the damaging effects of tropical storms and hurricanes, even though it is located in the northern portion of the county and about 35 miles away from the coast. The City of Crestview would experience destruction in terms of wind damage and pockets of flooding due to the heavy rains. All structures within the City of Crestview’s jurisdiction are susceptible to damage in the form of flooding due to heavy rains and strong storm surge. High winds can damage structures by removing roofs and siding, and create flying debris out of sources which are not anchored. The City of Crestview does not have designated evacuation zones for the different categories of hurricanes. This is due to their more northerly location away from the coastal areas by the Gulf of Mexico, which is where the storms typically make landfall. Historically, storms generate their power over bodies of water and lose their strength as they make landfall. Therefore, as the storm travels further north in the County, the communities are not impacted as severely as the coastal areas. The specific impacts of hurricanes and tropical storms on the City of Crestview are unable to be provided due to a lack of conducted studies.

**City of Crestview****Section 5.01.02.07 Flooding**

Our definition of flooding only considers flooding that is a result of rainfall, which includes tropical rains during a hurricane. The City of Crestview is vulnerable to flooding and susceptible to damage from this hazard. Localized roadway flooding from heavy rains is the most commonly observed type of flooding in the City of Crestview. During a hurricane, tropical storm or severe storm heavy rain might cause some homes to flood particularly in low lying areas or those with poor drainage systems. In the City of Crestview, there are 9 structures located in the AE flood zone and 4 structures in the A flood zone. The cumulative 'just value' of the structures in the AE and A flood zones is \$1,711,146. The following table depicts the amount of structures located in flood zones.

Table 5.01.02.07.1: Structures Located in Flood Zones in the City of Crestview

	AE Flood Zone	Just Value	A Flood Zone	Just Value
Single Family	9	\$1,485,823	4	\$225,323

Source: Okaloosa County Department of Growth Management, 2010

Section 5.01.02.08 Dam Safety

The City of Crestview has 28 active permitted dams within its jurisdiction. There are other dams located just outside the City's jurisdictional boundary, and may cause flooding within or spill-over into the city, even though the dam is outside of the city limits. Most of these are small agricultural dams or retention ponds. The specific impacts of dam failure in Okaloosa County is unavailable because there have been no studies conducted on the impact that dam failure would have on the potentially affected areas. Only broad general impacts can be given, which provide an indication of what impacts are expected with dam failure. If one of these dams failed, the area surrounding the dam has the potential to experience flooding and agricultural losses, and may cause residential or highway flooding.

Section 5.01.02.09 Land Erosion

The City of Crestview is vulnerable to land erosion in some localized areas, and some structures are susceptible to damage from this hazard. The soil types and topography that leads to land erosion can be found in various parts of the City of Crestview. The areas that are most susceptible to land erosion are those with steep slopes and which have highly erodible soil types. Land erosion in the City of is generally caused by disturbed soils from construction activities and usually isolated to an area less than 1 acre in size.

Section 5.01.02.10 Severe Storms

In the tables below, the estimated cost of damage to residential and non-residential structures in the event of a severe storm is provided. The numbers and estimated value represents the total number of structures in the City of Crestview. Although it is highly unlikely that all structures will

**City of Crestview**

be impacted during a singular severe storm event, all structures are equally vulnerable to severe storms and so it was deemed appropriate to list all structures in the City of Crestview.

Table 5.01.02.10.1: Residential Structures Vulnerable to Severe Storms in the City of Crestview

Total:	SFR-Townhouse	Single-Family	Multi-Family
	658	4,104	117
Just Value	\$54,554,868	\$538,409,243	\$53,296,853

Source: Okaloosa County Department of Growth Management, 2010

Table 5.01.02.10.2: Other Structures Vulnerable to Severe Storms in the City of Crestview

Total:	Commercial	Government/Institutional
	451	56
Just Value	\$215,295,972	\$100,349,865

Source: Okaloosa County Department of Growth Management, 2010

Since severe storms includes tornadoes, thunderstorms and lightning, and winter storms, the values listed in the tables above apply to all those special hazards.

Section 5.01.02.10.01 Tornado

The City of Crestview is vulnerable to tornadoes, and all structures within its jurisdiction are susceptible to the impacts of this hazard due to their unpredictable nature.

The areas within the City of Crestview that are most vulnerable to tornado damage are those with a high density or large population because the damage rate increases as a function of population density. The types of structures most vulnerable to tornado damage within the City of Crestview are poorly constructed housing, apartment complexes, and condominiums because of their size and densities. According to the Mapping for Emergency Management, Parallel Hazard Information System (MEMPHIS) study in 2005, nearly all of Okaloosa County, including the City of Crestview, has a medium risk, 1 in 250 per year, of a tornado event occurring.

Section 5.01.02.10.02 Thunderstorms and Lightning

The City of Crestview is vulnerable to thunderstorms and lightning, and all structures within its jurisdictions are susceptible to the damaging effects of wind, hail, and lightning associated with severe thunderstorms. Thunderstorm damage can include traffic accidents on wet roads, flash-



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flooding, lightning damage to electronics and structures, lightning strikes on people, and wind and hail damage to structures. According to the Mapping for Emergency Management, Parallel Hazard Information System (MEMPHIS) study in 2005, all of Okaloosa County, including the City of Crestview, has the threat of a thunderstorm or lightning event occurring, in terms of causing economic damage or loss of over \$50, of 1 in 50 per year.

Section 5.01.02.10.03 Winter Storms

The City of Crestview is vulnerable to winter storms, and all structures within its jurisdiction are susceptible to the effects of freezing temperatures. The City of Crestview is vulnerable to snow, freezing rain, icing and glazing events but because these events are so rare, the City of Crestview is unlikely to suffer serious damage from this hazard. The specific impacts of winter storms in the City of Crestview are unavailable because there have been no studies conducted regarding these hazards' impacts in the County. Only broad general impacts of this hazard can be given, which provide an indication of what impacts are expected with winter storms. The homes in the City of Crestview that are most vulnerable to winter storms are those with unprotected or under-protected water pipes and homes in which plumbing and insulation is inadequate. Unmitigated older structures and manufactured housing are also very vulnerable.

Section 5.01.02.11 Heat Wave and Drought

The City of Crestview is vulnerable to heat waves and drought. The specific impacts of heat waves and drought in the City of Crestview are unavailable because there have been no studies conducted regarding these hazards' impacts in the County. In addition, the nature of these hazards tends to only affect the populations without adequate cooling systems in their homes, low income, elderly, children, and outside workers. Only broad general impacts of these hazards can be given, which provide an indication of what impacts are expected with heat wave and drought. Everyone living within the City of Crestview is susceptible to heat exhaustion. All households are susceptible to power outages due to increased electricity demand during periods of extreme heat. Electrical system failures due to demand would only enhance problems for the entire population, especially for the vulnerable populations. All water bodies and municipal water supplies are susceptible to declining water levels and water shortages due to drought.

Section 5.01.02.12 Wildfire

The City of Crestview is vulnerable to wildfire. The majority of the acreage located within the municipality is urban or residential, but vast acres of open forest lands surround the City of Crestview, and these lands consists of natural vegetation historically related to the Longleaf Pine or upland Southeastern forests. Although the City of Crestview is susceptible to wildfire, as previously mentioned in the City's Hazard Assessment, it appears that the future risk of wildfire is low. The areas and populations that are most vulnerable to the danger and destruction of wildfire are the ones with inadequate infrastructure, inaccessibility to critical facilities or firefighting resource locations, and located in the wildland-urban interface. The following tables depict the structures with 'medium (levels 4-6)' to 'high (levels 7-9)' wildfire level of concern. Levels 0-3 were determined to be of such minimal to low vulnerability to wildfire they were not included in this assessment.



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Table 5.01.02.12.1: Medium to High Wildfire Level of Concern for Residential Structures

Total:	SFR-Townhouse	Single-Family	Mobile Home	Multi-Family
Level 4	7	225	3	7
Just Value	\$651,700	\$35,856,259	\$430,749	\$13,830,698
Level 5	18	194	1	3
Just Value	\$1,587,348	\$30,895,302	\$286,783	\$6,941,452
Level 6	0	83	2	0
Just Value	\$0	\$14,237,174	\$328,659	\$0
Level 7	1	625	1	8
Just Value	\$98,316	\$90,317,399	\$286,783	\$10,084,252
Level 8	0	99	1	5
Just Value	\$0	\$14,278,776	\$286,783	\$6,186,265
Level 9	0	12	0	1
Just Value	\$0	\$1,595,215	\$0	\$4,954,204

Source: Florida Division of Forestry and Okaloosa County Property Appraiser, 2010 (Okaloosa County Staff generated table from overlaying the wildfire level of concern and property appraiser data)



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Table 5.01.02.12.2: Medium to High Wildfire Level of Concern for Other Structures

Total:	Commercial	Government/ Institutional
Level 4	22	11
Just Value	\$22,813,980	\$36,372,509
Level 5	13	8
Just Value	\$25,929,495	\$25,499,075
Level 6	3	4
Just Value	\$1,050,869	\$14,299,991
Level 7	35	15
Just Value	\$50,095,553	\$44,025,850
Level 8	5	6
Just Value	\$5,914,049	\$17,721,541
Level 9	1	0
Just Value	\$195,170	\$0

Source: Florida Division of Forestry and Okaloosa County Property Appraiser, 2010 (Okaloosa County Staff generated table from overlaying the wildfire level of concern and property appraiser data)

Section 5.01.02.13 Other Hazards

As previously stated in the Risk Assessment, the following hazards, sinkholes, expansive soils, earthquake, avalanche, land subsidence, volcano, and tsunami have been determined to be a minimal risk to the City of Crestview. Therefore, the City's vulnerability to these hazards has not been assessed. If any of the hazards become a greater risk in the City of Crestview, then the LMS Committee will update this section to reflect those changes.

Section 5.01.02.14 Summary

The vulnerability assessment section of this LMS document highlighted how vulnerable the City of Crestview is to the identified hazards from the Risk Assessment. It discussed the vulnerable populations, repetitive loss properties, and structure and infrastructure damages associated with these hazards.

**City of Crestview****Section 5.01.03 Critical Facilities**

The following is a list of all critical facilities found inside the City of Crestview' city limits. It is to be noted that some critical facilities belong to and are maintained by other jurisdictions.

Section 5.01.03.01 Fire Stations

Site Name	Address	X-COORD	Y-COORD
CRESTVIEW FIRE DEPARTMENT	2106 P J ADAMS PKWY CRESTVIEW FL 32536	1313718.375	628287.254
CRESTVIEW MAIN FD	203 W WOODRUFF AVE CRESTVIEW FL 32536	1317938.4	645060.2
CRESTVIEW FIRE STATION 3	585 BROOKEMEADE DRIVE	1321294.721	63641.001

Section 5.01.03.02 Law Enforcement

Site Name	Address	X-COORD	Y-COORD
CRESTVIEW PD	201 STILLWELL BLVD	1320845.377	650834.051
OKALOOSA CO CORRECTIONS	1200 JAMES LEE BLVD E CRESTVIEW FL 32539	1321957.199	646851.4
OKALOOSA CO SHERIFF NORTH	296 BRACKIN ST CRESTVIEW FL 32539	1321912.742	647795.831
OKALOOSA COUNTY 911	2110 P J ADAMS PKWY CRESTVIEW FL 32536	1313786.565	628264.013

Section 5.01.03.03 Government Centers

Site Name	Address	X-COORD	Y-COORD
COUNTY COURTHOUSE/PROPERTY APPRAISER	101 JAMES LEE BLVD E CRESTVIEW FL 32536	1317600.83	646431.499
CRESTVIEW CITY HALL	198 N WILSON ST CRESTVIEW FL 32536	1318002.984	645118.845
HEALTH DEPARTMENT	810 JAMES LEE BLVD E CRESTVIEW FL 32539	1320987.67	647049.33



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Section 5.01.03.04 Hospitals

Site Name	Address	X-COORD	Y-COORD
NORTH OKALOOSA MEDICAL CENTER	151 E REDSTONE AVE CRESTVIEW FL 32539	1320593	637168.25

Section 5.01.03.05 Adult Congregate Living Facilities

Site Name	Address	X-COORD	Y-COORD
SHOAL CREEK REHAB	500 HOSPITAL DR CRESTVIEW FL 32539	1321083.377	636256.705
CRESTVIEW MANOR	603 N PEARL ST CRESTVIEW FL 32536	1317985.4	646987.213
CRESTVIEW REHAB	1849 E FIRST AVE CRESTVIEW FL 32539	1323750.25	647646.249
SILVERCREST MANOR NURSING HOME	103 RUBY LN CRESTVIEW FL 32539	1319671.75	635144.499

Section 5.01.03.06 Public Works Facilities

Site Name	Address	X-COORD	Y-COORD
CRESTVIEW PUBLIC WORKS YARD	715 FERDON BLVD N CRESTVIEW FL 32539	1319632.6	649504.399
CRESTVIEW WWTP	5101 ARENA RD CRESTVIEW FL 32536	1310317.2	637722.799
OKALOOSA CO FLEET OPERATIONS	2798 GOODWIN AVE CRESTVIEW FL 32539	1320922	638754.6

**City of Crestview****Section 5.01.03.07 Hurricane Shelters (See Note)**

Site Name	Address	X-COORD	Y-COORD
ANTIOCH ELEM SCHOOL	4700 WHITEHURST LN CRESTVIEW FL 32536	1305431.608	629444.843
DAVIDSON MIDDLE SCHOOL	6261 OLD BETHEL RD CRESTVIEW FL 32536	1320741.773	658408.71
RIVERSIDE ELEMENTARY SCHOOL	3400 E REDSTONE AVE CRESTVIEW FL 32539	1328524.999	637580.024
SHOAL RIVER MIDDLE SCHOOL	3200 E REDSTONE AVE CRESTVIEW FL 32539	1326955.018	637700.527

NOTE: It is not the intention of this plan that all shelters be opened in any given event. Opening of particular shelters will depend on the anticipated demand. Generally, only 5-7% of the evacuating public seeks refuge in a public shelter. This number could rise substantially in a short-notice event. The term "shelter" does not imply a guarantee of any level of safety. No such guarantees can be made in any hurricane. These shelters are intended as a place for the public to take refuge as they escape areas that are expected to suffer from dangerous storm surge. We do not automatically open all emergency shelters during an evacuation. Several factors determine which shelters will be open. Listen to local radio stations for updates.

Section 5.02.03.08 Temporary Housing Sites for Disaster Victims (See Note)

Site Name	Address	X-COORD	Y-COORD
SPANISH TRAIL PARK	201 STILLWELL BLVD CRESTVIEW FL 32539	1320851.6	650915.6

NOTE: Some of the sites listed above may be dual-use. It is not the intention of this plan that all the listed facilities would be opened as temporary shelters in any given event. Temporary living shelters would be opened as needed in geographic regions of the county. If additional sites are needed due to damage of those above or a heavy demand, any surviving school may be pressed into service under the provisions of Chapter 252, F.S.S.

Section 5.01.03.09 Mobile Home Parks and RV Campgrounds

Site Name	Address	X-COORD	Y-COORD
BROOKMEADE MOBILE HOME	429 BROOKMEADE DR CRESTVIEW FL 32539	1321523.25	637931.5
CRESTVIEW MOBILE PARK	864 E CHESTNUT AVE CRESTVIEW FL 32539	1321360.2	644934.2
CRESTVIEW RV PARK	4050 FERDON BLVD S CRESTVIEW FL 32536	1317270	631316.999
LONG DRIVE MOBILE HOME PARK	537 LONG DR LOT 1 CRESTVIEW FL 32539	1320721.2	649442.399

(All such sites are considered to be in a hurricane evacuation area due to their poor wind resistance. Damage Assessment Teams should attempt to visit these areas since damage is likely to be high in a major hurricane)



City of Crestview

Section 5.01.04 Mitigation Actions

The following are a list of mitigation actions preformed by the City of Crestview through its Comprehensive Plan, Land Development Regulations, and other relative codes and policies to mitigate against each specific hazard. Also listed are the status of each action and which department is responsible for implementing the action.

Section 5.01.04.01 Hurricane and Tropical Storm

1. Support efforts to shutter critical facilities. (Responsible party: Maintenance) *Status: Up To Date*
2. Ensure the public is informed of pending conditions. (Responsible party: Police and Fire) *Status: As Needed*
3. Enforce Florida Building Codes for new structures. (Florida Building Codes) *Status: Ongoing*
4. Ensure adequate equipment exists to remove debris, clear roads, perform search and rescue functions, and otherwise respond and recover from hurricane impacts. (Responsible party: Public Services) *Status: Up to Date*
5. Ensure communications are wind and electrical-failure resistant to allow for 24/7 communications during the first 72 hours following a disaster. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Up to Date*
6. Ensure adequate and safe public risk shelters are available in all location in the County to prevent homelessness, including adequate dining facilities and to maintain sanitary conditions. (Responsible party: Okaloosa County Public Safety, private businesses)
7. Promote and support funding that allows for buildings to remain functional before, during and after a hurricane or tropical storm event in order to support the function of Okaloosa County Emergency Management's mandates. *Status: Ongoing*
8. Promote public awareness of hurricane and tropical storm hazards. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Ongoing*
9. Promote ways that private structure owners and landowners can mitigate using governmental or private sector investment. (Responsible party: Growth Management) *Status: Ongoing*
10. Ensure communications systems are capable to communicate during and following hurricanes/tropical storms. Also, to include the ability to erect temporary repeaters to restore communications. (Responsible party: Okaloosa County Public Safety) *Status: Up to Date*
11. Ensure internet systems are redundant to ensure continued availability of disaster management software throughout the county. (Responsible party: Okaloosa County Public Safety; private businesses) *Status: Up to Date*
12. Support activities that educate the public about the dangers of hurricanes/tropical storms. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety, Police, Fire, and Planning and Zoning) *Status: Ongoing*



City of Crestview

13. Ensure roads are designed and engineered for the amount of wind, flooding and debris that can be expected from a hurricane or tropical storm event. (Responsible party: Public Services) *Status: Ongoing*

Section 5.01.04.02 Flooding

1. Ensure all future buildings are constructed to the Florida Building Code. (Land Development Code) *Status: Ongoing; for NFIP Compliance*
2. Ensure all future buildings are built with a minimum finished floor height of 1' above the established Base Flood Elevation on the Flood Insurance Rate Maps for those buildings located within the AE Flood Zones. (Land Development Code) *Status: Ongoing; for NFIP Compliance*
3. Ensure road are built and engineered for the amount of flooding that can be expected. (Land Development Code) *Status: Ongoing; for NFIP Compliance*
4. Promote the continued purchase of lands that are at high risk of flooding, with proper considerations of private property rights and constitutional requirements for just compensation, as appropriate. (FEMA) *Status: As Needed; for NFIP Compliance*
5. Provide opportunities for property owners to elevate existing structures, move them to higher ground, or to have properties purchased by local governments in order to reduce overall community vulnerability to flooding. (Land Development Code, FEMA) *Status: As Needed; for NFIP Compliance*
6. Ensure that all public buildings that serve first response and critical emergency/public needs, including recording/data collection and communication centers/infrastructure, are located outside of flood zones or flood prone areas. (FEMA) *Status: Up to Date; for NFIP Compliance*
7. Ensure communications systems are capable to communicate during and following flood events. (Responsible party: Police and Fire) *Status: Up to Date; for NFIP Compliance*
8. Maintain status as a NFIP community by enforcing both the NFIP requirements and additional criteria that exceeds the NFIP. (Land Development Code, FEMA) *Status: Ongoing*
9. Support activities that educate the public about the dangers of flooding. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Police and Fire) *Status: Ongoing; for NFIP Compliance*
10. Ensure the public is informed of pending conditions. (Responsible party: Public Safety) *Status: As Needed; for NFIP Compliance*

Section 5.01.04.03 Dam Safety

1. Support efforts that document hazards and risks associated with structural and earthen dams and upkeep. (Responsible party: NWFLWMD) *Status: Ongoing*
2. Support efforts that create partnerships with property owners that promote the overall goal of communitywide and stream valley safety. (Responsible party: NWFLWMD) *Status: Ongoing*
3. Support efforts to produce hazard zone maps that depict flooding that could result from dam failure. (GIS) *Status: Ongoing*



City of Crestview

Section 5.01.04.04 Severe Storms

1. Ensure the public is informed of pending conditions. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: As Needed*
2. Ensure communications systems are capable to communicate during and following severe storms. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Up to Date*
3. Support activities that educate the public about the dangers of severe storms. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Ongoing*

Section 5.01.04.04.01 Tornado

1. Ensure communications systems are capable to communicate during and following tornados. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Up to Date*
2. Support activities that educate the public about the dangers of tornados and waterspouts. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Ongoing*
3. Ensure the public is informed of pending conditions. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: As Needed*

Section 5.01.04.04.02 Thunderstorms and Lightning

1. Ensure communications systems are capable to communicate during and following thunderstorms and lightning. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Up to Date*
2. Support activities that educate the public about the dangers of thunderstorms and lightning. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety, Police and Fire) *Status: Ongoing*
3. Support activities to reduce the risk of loss of electronic equipment and structures due to lightning strike and electrical surge. (All City Departments in City of Crestview) *Status: Ongoing*
4. Ensure the public is informed of pending conditions. (Responsible party: Okaloosa County Public Safety) *Status: As Needed*



City of Crestview

Section 5.01.04.04.03 Winter Storms

1. Ensure communications systems are capable to communicate during and following winter storms. (Responsible party: Police and Fire) *Status: Up to Date*
2. Support activities that educate the public about the dangers of winter storms. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Police and Fire) *Status: Ongoing*
3. Ensure winter storm shelters are capable of providing heating systems. (Responsible party: Private resources, Churches) *Status: Not Applicable*
4. Reduce or eliminate the vulnerability to freezing or provide secondary heating or electrical systems for public facilities. (Responsible party: Public Services) *Status: Up to Date*
5. Ensure the public is informed of pending conditions. (Responsible party: Police and Fire) *Status: As Needed*

Section 5.01.04.05 Heat Wave and Drought

1. Ensure communications systems are capable to communicate during and following heat waves and droughts. (Responsible party: Police and Fire) *Status: Up to Date*
2. Support activities that educate the public about the dangers of heat waves and droughts. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Police and Fire) *Status: Ongoing*
3. Ensure host shelters are capable of providing cooling systems. (Responsible party: Private resources, Churches) *Status: Not Applicable*
4. Ensure the public is informed of pending conditions. (Responsible party: Police and Fire) *Status: As Needed*

Section 5.01.04.06 Wildfire

1. Ensure communications systems are capable to communicate during and following wildfire events. (Responsible party: Police and Fire) *Status: Up to Date*
2. Ensure the public is informed of pending conditions. (Responsible party: Police, Fire, Florida Division of Forestry) *Status: As Needed*
3. Support activities that educate the public about the dangers of wildfire. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office or the local fire department or the Florida Division of Forestry. (Responsible party: Police and Fire) *Status: Ongoing*
4. Require new subdivisions plats and new commercial structures to designed and built to National Fire Codes. (Florida Building Codes) *Status: Ongoing*
5. Support activities that newly document or update maps, aerial photography, or other remote sensing imagery that shows degrees of risk for wildfire and utilize such data to focus mitigation activities against wildfire. (Responsible party: Florida Division of Forestry) *Status: Ongoing*



City of Crestview

6. Support efforts that fire stations and their supporting equipment and personnel are adequate in terms of size, modernization, communications, in order to respond to situations by mitigating situations that are below acceptable standards to fight wildfires throughout the City and to provide mutual aid support in neighboring jurisdictions or counties. (Responsible party: Fire Department) *Status: Ongoing*
7. Support public and private mitigation efforts to provide fire hydrants to locations at risk along the urban/rural interface where water systems exist to provide such services. (Responsible party: Public Services and Fire Department) *Status: Ongoing*
8. Support mitigation efforts that would identify public measures that would help agricultural, forestry and silvicultural prevent or lessen the risk of wildfires. (Responsible party: Public Services and Fire Department) *Status: Ongoing*



City of Crestview

Section 5.01.05 Maps

Included in this section are maps of the City of Crestview. They include:

1. Critical Facilities..... 5.01-33
2. Evacuation Zones..... 5.01-34
3. Flood Zones..... 5.01-35
4. Repetitive Loss Properties..... 5.01-36
5. Surge Zones..... 5.01-37
6. Wildfire Level of Concern..... 5.01-38

City of Crestview Critical Facilities

- Parcel Lines
- Critical Facilities

Source: Okaloosa County
Public Safety, 2010

MAP PROJECTION:
Lambert Conformal Conic Projection
Stateplane: Florida North (0903)
NAD 1983(80), NAVD 1988.

PUBLIC RECORD:
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Department of
Growth Management
01/25/2021

City of Crestview Evacuation Zones

-  Parcel Lines
-  Evac Zone A
-  Evac Zone B
-  Evac Zone C
-  Evac Zone D
-  Evac Zone E

ZONE A = HURRICANE CAT 1

ZONE B = HURRICANE CAT 2

ZONE C = HURRICANE CAT 3

ZONE D = HURRICANE CAT 4

ZONE E = HURRICANE CAT 5

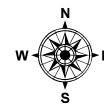
**Note: There are
no Evacuation
Zones
in the City
of Crestview**

Source: Okaloosa County
Public Safety, 2010

MAP PROJECTION:
Lambert Conformal Conic Projection
Stateplane: Florida North (0903)
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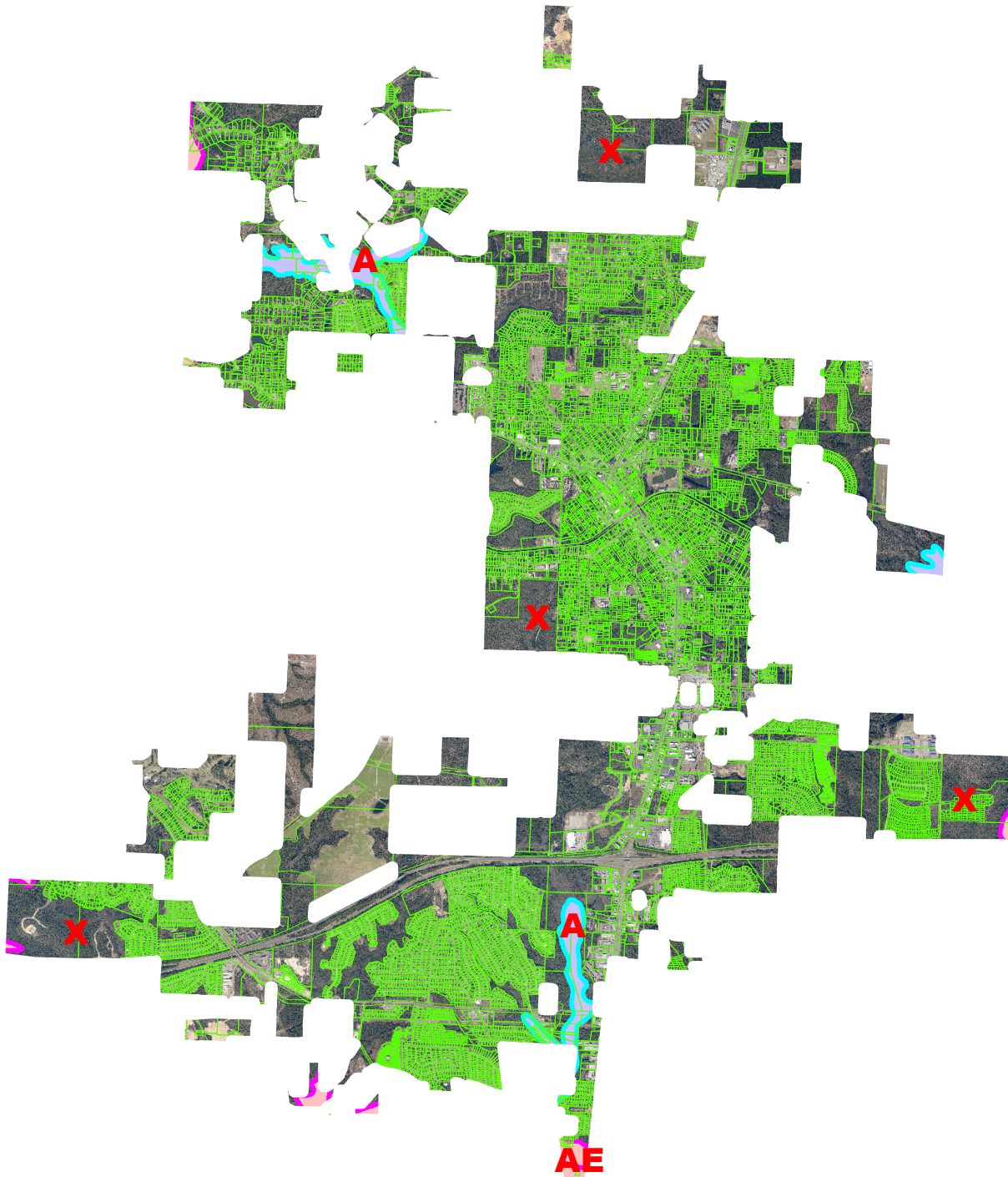


Department of
Growth Management
01/25/2021

City of Crestview Flood Zones

-  Parcel Lines
-  X 500 Year Flood Plain
-  A 100 Year Flood Plain
-  AE 100 Year Flood Plain
-  VE 100 Year Flood Plain

Source: FEMA Map
Service Center,
Dec 6 2002



MAP PROJECTION:
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Stateplane: Florida North (0903)
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Department of
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01/25/2021

City of Crestview Repetitive Loss Properties

- Parcel Lines
- X 500 Year Flood Plain
- A 100 Year Flood Plain
- AE 100 Year Flood Plain
- VE 100 Year Flood Plain
- Base Flood Elevation in a Floodway
- Repetitive Loss Properties

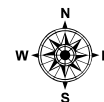
The City of Crestview does not have any Repetitive Loss Properties in its jurisdiction

Source: FEMA Map Service Center, Dec 6 2002

MAP PROJECTION:
Lambert Conformal Conic Projection
Stateplane: Florida North (0903)
NAD 1983(90), NAVD 1988.

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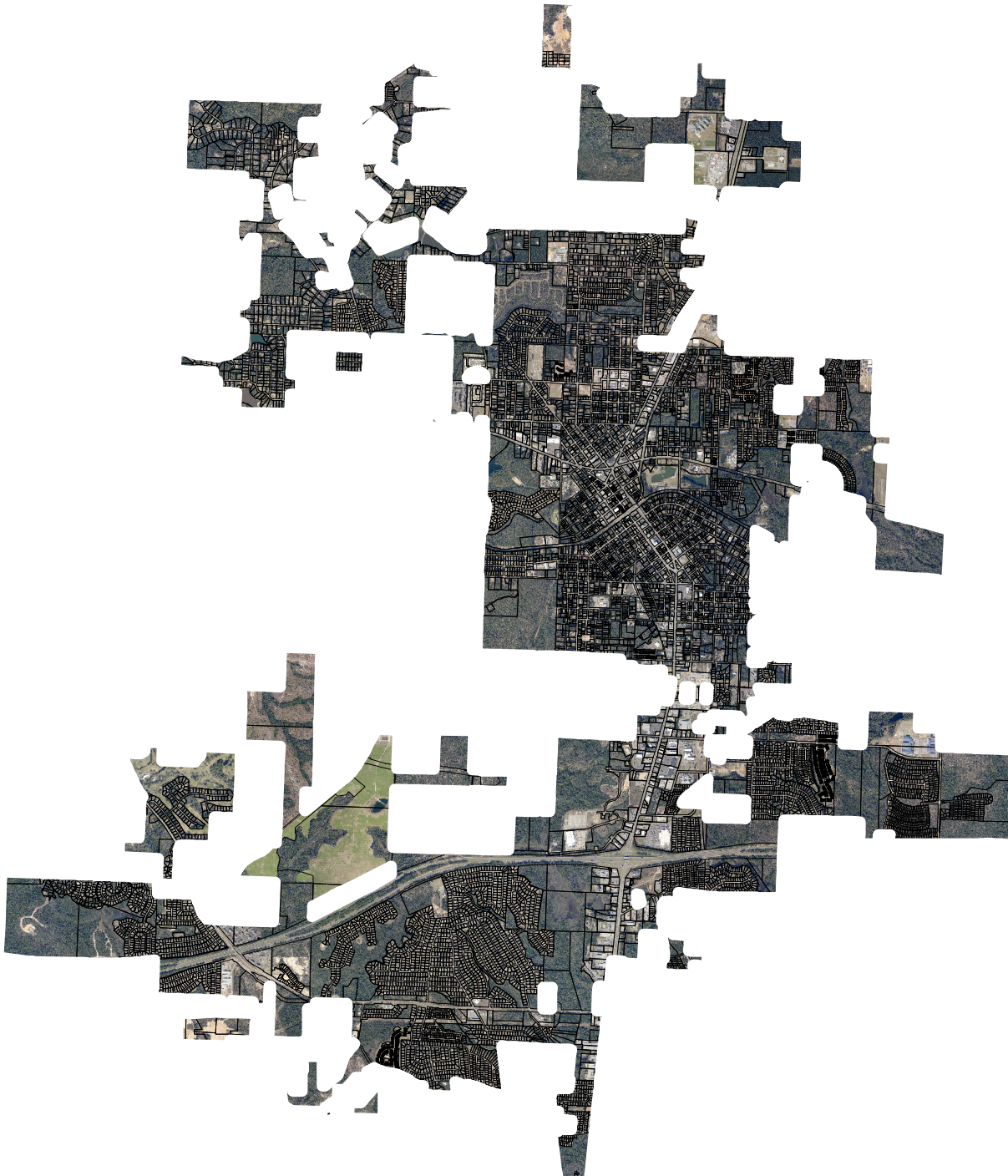
Department of
Growth Management
01/25/2021

City of Crestview Surge Zones

-  Parcel Lines
-  Category 1
-  Category 2
-  Category 3
-  Category 4
-  Category 5

**Note: There are
no Surge Zones
in the City
of Crestview**

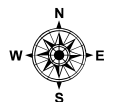
**Source: West Florida
Regional Planning
Council, 2010**



MAP PROJECTION:
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Stateplane: Florida North (0903)
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Department of
Growth Management
01/25/2021

City of Crestview Wildfire Level of Concern

Parcel Lines

Level of Concern



Source: Florida Division
of Forestry, 2010



MAP PROJECTION:
Lambert Conformal Conic Projection
Stateplane: Florida North (0903)
NAD 1983(90), NAVD 1988.

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Department of
Growth Management
01/25/2021



City of Crestview

Section 5.01.06 Post Disaster Redevelopment Plan

The City of Crestview has prepared and enacted a Disaster Resiliency Plan. It is the purpose of this Plan to define the actions and roles necessary to provide a coordinated response within City of Crestview, FL. This plan provides guidance to agencies within the City of Crestview with a general concept of potential emergency assignments before, during, and following emergency situations. It also provides for the systematic integration of emergency resources when activated and does not replace county or local emergency operations plans or procedures.

City of Crestview



Emergency Operations Plan

2020

Promulgation Statement

JB Whitten
Mayor
City of Crestview

CITY OF CRESTVIEW EMERGENCY OPERATIONS PLAN PROMULGATION

The primary role of government is to provide for the welfare of its citizens. The welfare and safety of citizens is never more threatened than during disasters. The goal of emergency management is to ensure that mitigation, preparedness, response, and recovery actions exist so that public welfare and safety is preserved.

The City of Crestview Emergency Operations Plan provides a comprehensive framework for City of Crestview-wide emergency management. It addresses the roles and responsibilities of government organizations and provides a link to local, State, Federal, and private organizations and resources that may be activated to address disasters and emergencies within the City of Crestview, Florida.

The City of Crestview Emergency Operations Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance.

Therefore, in recognition of the emergency management responsibilities of City of Crestview government and with the authority vested in me as the Chief Executive Officer of Crestview, Florida. I hereby promulgate the City of Crestview Emergency Operations Plan.

JB Whitten
Mayor, City of Crestview

Approval and Implementation

This plan supersedes any previous Emergency Operation Plans.

The transfer of management authority for actions during an incident should be done through the execution of a written delegation of authority from an agency to the incident commander. The delegation of authority is a part of the briefing package provided to an incoming incident management team. It should contain both the delegation of authority and specific limitations to that authority.

The City of Crestview Emergency Operations Plan delegates the Mayor's authority to specific individuals in the event that he or she is unavailable. The chain of succession in a major emergency or disaster is as follows:

1. City Manager
2. Fire Chief
3. Police Chief
4. Public Works Director

Date

JB Whitten
Mayor, City of Crestview

Signature Page

Tim Buldoc, City Manager
City of Crestview

JB Whitten, Mayor
City of Crestview

Anthony Holland, Fire Chief
City of Crestview

Stephen McCosker, Police Chief
City of Crestview

Brona D. Steel, Public Services Director
City of Crestview

Gina Toussaint, Finance Director
City of Crestview

Brian Hughes, Public Information Officer
City of Crestview

Cesar Damiani, Information Technology
City of Crestview

Barry Henderson, Development Services
City of Crestview

Betsy Roy, City Clerk
City of Crestview

Record of Changes

Change #	Date	Part Affected	Date Posted	Who Posted

Record of Distribution

Plan #	Office/Department	Representative	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Plan

5

I. Purpose, Scope, Situation, and Assumptions

A. Purpose

It is the purpose of this Plan to define the actions and roles necessary to provide a coordinated response within City of Crestview, FL. This plan provides guidance to agencies within the City of Crestview with a general concept of potential emergency assignments before, during, and following emergency situations. It also provides for the systematic integration of emergency resources when activated and does not replace county or local emergency operations plans or procedures.

B. Scope

This plan applies to all participating departments and agencies of the jurisdictions contained within the geographical boundary of City of Crestview.

C. Situation Overview

1. Characteristics

a. Location and Geography

- The City of Crestview consists of an area of an area that encompasses 16.31 square miles and is 235 feet above sea level. Crestview is located in Okaloosa County, Florida. It is situated 20 miles North of Fort Walton Beach, FL and 20 miles South of the Alabama/Florida state line. The Shoal River borders the city to the South and East with the Yellow River bordering the West.

b. Climate

- Crestview's climate is humid subtropical. Average summer highs are 92°F with peaks in the low 100's. Average winter lows are in the 30's with the capability to occasionally reach in to the single digit range.

c. Education

- Crestview is home to seven (7) elementary schools, two (2) middle schools one (1) high school and two (2) college campuses.

d. Demographics

- The City of Crestview has a population of 23856 as of 2019. The average growth rate ranges from 1%-2% over the last five (5) years. Crestview is the 1,897th largest city in the United States. The population density is 1,463 per sq. mi which is 387% higher than the Florida average and 1479% higher than the national average.

e. Economic Base

- The City of Crestview is largely a bedroom community that supports two (2) major military installations. The community is predominantly comprised of residential homes, retail shopping and schools. Ad valorem taxes are the largest revenue producer, accounting for 39% of the operating budget. The remainder of the cities revenues are made up from the local option gas tax, utility service tax, communication service tax, half cent sales tax and other finds/fees for services.

f. Transportation Infrastructure

- Two major highways travel through the City of Crestview. U.S Route 90 heads East-West through the city. State Road 85 heads North-South, intersecting both U.S Route 90 and Interstate 10, which also runs East-West through Crestview.
- Bob Sikes Airport is located 3 miles North East of the city center.
- CSX railroad runs East-West through the center of Crestview.

2. Hazard Profile

a. Potential Hazards

The City of Crestview is subjected to the effects of many disasters, varying widely in type and magnitude from local communities to statewide in scope.

- Natural Disasters could be a result of a number of phenomena such as, hurricanes, tropical storms, floods, severe thunderstorms, high water, drought, severe winter weather, fires (including urban, grass, and forest fires), epidemics, severe heat, high winds or earthquakes.
- Manmade Disasters could be the result of a myriad of other disaster contingencies, such as train

derailments, aircraft accidents, transportation accidents involving chemicals and other hazardous materials, chemical, oil and other hazardous material spills, leaks or pollution problems, dumping of hazardous wastes, building or bridge collapses, utility service interruptions, energy shortages, civil disturbances or riots, terrorism, warfare, applicable criminal acts, or a combination of any of these.

D. Planning Assumptions

1. Effective prediction and warning systems have been established that make it possible to anticipate certain disaster situations, such severe weather events, that may occur throughout the jurisdiction or the general area beyond the jurisdiction's boundaries. Man made events and some natural events may not be predicted but sufficient pre-planning is in place to effectively react to and recover from such events.
2. It is assumed that any of the disaster contingencies could individually, or in combination, cause a grave emergency situation within the City of Crestview. It is also assumed that these contingencies will vary in scope and intensity, from an area in which the devastation is isolated and limited to one that is wide-ranging and extremely devastated. For this reason, planning efforts are made as general as possible so that great latitude is available in their application, considering they could occur in several locations simultaneously.
3. Initial actions to mitigate the effects of emergency situations or potential disaster conditions will be conducted as soon as possible by the local government.
4. Assistance to the affected jurisdictions(s) by response organizations from another jurisdiction(s) is expected to supplement the efforts of the affected jurisdiction(s) in an efficient, effective, and coordinated response when jurisdiction officials determine their own resources to be insufficient.
5. Federal and State disaster assistance, when provided, will supplement, not substitute for, relief provided by local jurisdictions.
6. It is the responsibility of officials under this plan to save lives, protect property, relieve human suffering, sustain survivors, repair essential facilities, restore services, and protect the environment.

7. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.

Concept of Operations

A. General

1. Communication is maintained between affected jurisdictions and area emergency management branch offices. Where the Okaloosa County EOC is activated, two (2) Fire Department, (2) Police Department (1) Public Services representative are placed within the Okaloosa County EOC to facilitate ongoing information exchange between the Okaloosa County EOC and City of Crestview EOC.
2. Where states of emergency are declared, the City of Crestview may request state assistance. All requests for State assistance should go through the local emergency management area coordinator within the Okaloosa County EOC and the appropriate emergency management branch manager to the State Emergency Operations Center (EOC).
3. When the State EOC is activated, Florida's State Emergency Operations Center (SEOC) becomes the office of primary responsibility for the State Emergency Response Team (SERT). The director of emergency management will normally serve as SERT leader.
4. The Okaloosa County EOC will serve as the clearinghouse for response and recovery operations and for deployment of resources within the counties, including cities within the counties.
5. Planning for recovery will be implemented at the same time local governments are taking the emergency response actions necessary to protect the public. Preparations will be made for rapid deployment of resources necessary to facilitate recovery.

B. Hazard Control and Assessment

1. Perceive the threat
2. Assess the hazard
3. Select control strategy
4. Control hazard
5. Monitor hazard

- C. Protective Action Selection
 - 1. Analyze the hazard
 - 2. Determine protective action
 - 3. Determine public warning
 - 4. Determine protective action implementation plan
- D. Public Warning
 - 1. Determine message content
 - 2. Select appropriate public warning system(s)
 - 3. Disseminate public warning
- E. Protective Action Implementation
 - 1. Monitor progress of protective action implementation
 - 2. Control access and isolate danger area
 - 3. Evacuation support
 - 4. Decontamination support
 - 5. Medical treatment
 - 6. Special population support
 - 7. Search and rescue
- F. Short-term Needs
 - 1. Shelter operations
 - 2. Unite families
 - 3. Continued medical treatment
 - 4. Increase security
 - 5. Stabilize the affected area

G. Long-term Needs

1. Re-entry
2. Recovery

II. Organization and Assignment of Responsibilities

A. General

Most departments/agencies of government have emergency functions in addition to their normal, day-to-day duties. These emergency functions usually parallel or complements normal functions. Each city department is responsible for **developing and maintaining its own emergency management procedures** that are maintained in their respective department emergency operations plan. (DEOP). Each DEOP is maintained as an appendix to the master City EOP and is inclusive to this overall EOP.

B. Organization & Assignment

1. Chief elected officials

a. Mayor

- a. Responsible for enacting the City EOP to ensure preparedness, response, mitigation and recovery actions exist so that public welfare and safety is preserved.
- b. Facilitates disaster declarations
- c. Facilitates evacuation orders
- d. Facilitates re-entry decisions

b. City Manager

- a. Reports to the City of Crestview EOC when activated.
- b. Assists with disaster declarations, evacuation orders and re-entry decisions.

c. Council Members

- a. Provide direction and support to the EOP.

2. Crestview Police Department

- a. Police Chief reports to the City of Crestview EOC when activated.
- b. Maintain law and order
- c. Control traffic

- d. Protect vital installations
 - e. Control and limit access to the scene of the disaster
 - f. Assist with all evacuation efforts
 - g. Assist with search and rescue
3. Crestview Fire Department
- a. Fire Chief reports to and chairs the City of Crestview EOC
 - b. Provides fire protection and the combating of fires
 - c. Search and rescue
 - d. Decontamination
 - e. Assist with damage assessment
4. City of Crestview Department of Public Services
- a. Public Services Director reports to the City of Crestview EOC
 - b. Maintaining streets, avenues, highways and other routes of travel.
 - c. Assisting with heavy rescue
 - d. Assist with decontamination
 - e. Engineering services as required
 - f. Transportation
 - g. Debris removal
 - h. Inspection of shelter sites for safe occupancy
 - i. Facility damage assessment, public and private, for safe occupancy
 - j. Enforcement of building codes
 - k. Maintenance of vehicles and other essential equipment of the various departments and agencies
 - l. Development of a plan of priorities to be used during the period of increased readiness that addresses the repair of vehicles and equipment
 - m. Maintenance of a reserve supply of fuel
 - o. Provisions for the immediate repair of emergency service vehicles and equipment, both in the field and in the shop, as the situation permits

5. City of Crestview Finance Department
 - a. Finance Director reports to the City of Crestview EOC
 - b. Maintaining economic stabilization efforts as required
 - c. Maintaining a list of suppliers, vendors, and items of critical emergency need.
 - d. Maintains accountability of all expenditures, debt and man hours dedicated to the declared event.
 - e. Provides proper FEMA documentation to Okaloosa County EOC for potential reimbursements.
6. Development Services
 - a. Reports to the City of Crestview EOC.
 - b. Assist with facility damage assessment, public and private, for safe occupancy.
7. Public Information Officer (PIO)
 - a. Reports to the City of Crestview EOC when activated.
 - b. Disseminates information to the public.
8. City Clerk
 - a. Reports to the City of Crestview EOC when activated.
 - b. Documents all activities within the EOC.
 - c. Provides for records management within the EOC.
9. Information Technology (IT)
 - a. Reports to the City of Crestview EOC when activated.
 - b. Maintains critical hardware such as telephones, computers, networks and internet capability during a declared event.
10. Okaloosa County Emergency Medical Services (EMS)
 - a. Responsible for emergency medical treatment and transport during a declared event
 - b. Provides staff for medical care in designated shelters.
 - c. Assists with special needs evacuation.
11. Okaloosa County Health Department
 - a. Conduct community needs assessments

- b. Ensures safety, disease prevention to include vector born disease prevention
 - c. Provides medical support to shelters
 - d. Emergency interment coordination
 - e. Insect and pest control as required
 - f. Inoculations for the prevention of disease
- 12. North Okaloosa Medical Center (NOMC)
 - a. Emergency medical care
 - b. Limited on-site decontamination
 - c. Hospital evacuation
 - d. Traditional hospital medical services
- 13. Okaloosa County School District
 - a. Provide the use of facilities for emergency public education.
 - b. Providing facilities for emergency housing of evacuees and relief forces
 - c. Providing facilities for emergency first aid stations, emergency hospitals, or emergency morgues
 - d. Providing personnel for shelter managers and staff
 - e. Providing recreation plans for shelter occupants' use during shelter-stay period

C. Support Functions

- 1. Support from the National Guard may be requested through the Okaloosa County EOC from the State office of emergency management. Military assistance will complement and not be a substitute for local participation in emergency operations. Military forces will remain at all times under military command but will support and assist response efforts.
- 2. Support from other State government departments and agencies may be made available in accordance with the State plan.
- 3. Private sector organizations within the jurisdiction may assist with a wide variety of tasks based on their capabilities.
- 4. Volunteer agencies, such as the American Red Cross, local church/synagogue congregations, and assistive organizations, such as the Salvation Army, are available to give assistance with sheltering, feeding, and other issues, as necessary.

5. Assistance from surrounding jurisdictions may be available through the execution of a memorandum of understanding (MOU) or MOA.

III. +

IV. *Direction, Control, and Coordination

A. Authority to Initiate Actions

1. The Mayor of the City of Crestview is responsible for activating the EOP. Where the city is already responding to an unannounced event, the decision to activate the EOP will be done with the coordination of the “on scene” commander of the event.
2. Where the Mayor is not available, the ability to activate the EOP shall fall within the designated chain of succession to the Mayor.
3. Once notified, the Fire Chief is responsible for implementing the EOP. Where the Fire Chief is not available, the Police Chief shall commence implementation.

B. Command Responsibility for Specific Actions

1. With the activation of the EOP, the Emergency Operations Center (EOC) shall be activated. All activities that support the resolution of, and recovery from the declared event shall be coordinated and directed from the EOC.
2. The City of Crestview EOC will be made up of eight (9) essential support function representatives (ESF’s) with the Fire Chief designated as the EOC Director of Emergency Management.
 - a. The eight (8) EOC, ESF’s are:
 - a. Fire Chief (Director)
 - b. Police Chief
 - c. Public Services Director
 - d. City Manager
 - e. Development Services Representative
 - f. Finance Director
 - g. IT representative
 - h. Public Information Officer (PIO)
 - i. City Clerk

3. Incident Command System

The incident command structures used within the City of Crestview's jurisdiction shall be compliant with the National Incident Management System (NIMS). Designated incident commanders are responsible for directing on-scene emergency operations and maintaining command and control of the scene. The EOC shall provide support to the designated incident commanders. If a disaster affects multiple widely separated facilities or jurisdictions, separate incident command operations and an area command may be set up.

4. Assistance

If the City of Crestview's own resources are insufficient or inappropriate to respond to the event, a request will be made for assistance from other jurisdictions, the State, or Federal government. Such requests shall only be made through the EOC.

V. Information Collection and Dissemination

- A. Disaster information managed by the City of Crestview EOC is coordinated through the ESF's located in the EOC. These representatives collect information from and disseminate information to counterparts in the field. These ESF's also disseminate information within the EOC that can be used to develop courses of action and manage emergency operations.
- B. The City of Crestview PIO shall coordinate and/or disseminate all information to the public.

VI. Communications

- A. Communication protocols and coordination procedures are described in detail in the City of Crestview Communications Plan (Needs to be developed). Please refer to this plan for additional information.

VII. Administration, Finance, and Logistics

A. General Policies

1. The authority to make purchases during an emergency event, where the EOP/EOC has been activated, shall rest with the members of the EOC. No purchases will be made without the EOC's approval.
2. Reference should be made to administrative requirements that are applicable to emergency operations (e.g., emergency purchasing procedures), which appear in other documents. (reference the city purchase plan)
3. Records and Reports for Resources and Expenditures.
 - a. Responsibility for submitting local government reports to the State office of homeland security and emergency preparedness rests with the City of Crestview Finance Director.
 - b. The Finance director shall maintain records of expenditures and obligations in emergency operations. They should also support the collection and maintenance of narrative and long-type records of response to all declared disasters.
4. Agreements and Understandings

This section references any mutual aid agreements or emergency response and recovery contracts that exist. It also indicates who is authorized to activate those agreements or contracts. Need to identify:

 - a. Existing mutual aid agreements
 - a. The city of Crestview has current mutual aid agreements with the surrounding fire departments to include North Okaloosa Fire District (NOFD), Almerante Fire District, Baker Fire District, Holt Fire District and Eglin AFB. These agreements would provide or receive specific aid as requested. Where the EOP is activated, all requests would be made through the Okaloosa County EOC.
 - b. The Crestview Police Department has mutual aid agreements with the Okaloosa County Sheriffs Office and other surrounding municipalities. These aid agreements are outlined in the Crestview Police Department EOP.
 - b. There are currently no existing contracts for services with the City of Crestview for any emergency response or recovery.

B. Additional Policies

1. When the resources of local government are exhausted or when a needed capability does not exist within a local government, the local units of government call for assistance from the State.
2. The incident commander will submit periodic situation reports to the appropriate authorities during a major disaster using standard ICS formats.

VIII. Plan Development and Maintenance

A. Requirements

- a. The Mayor of Crestview has the overall responsibility for ensuring that efficient emergency planning is being conducted.
 - b. The City Manager will ensure that an updated EOP is distributed appropriately.
 - c. Each department shall be responsible for updating their internal department plans, SOPs, and resource data to ensure prompt and effective response to and recovery from emergencies and disasters.
2. Review and Update
- a. The Basic Plan and its appendices should be reviewed and updated annually.
 - b. Updates should be made to the EOP when any documents are no longer current. Changes in planning documents may be needed:
 - 1) When hazard consequences or risk areas change.
 - 2) When the concept of operations for emergencies changes.
 - 3) When departments, agencies, or groups that perform emergency functions are reorganized and can no longer perform the emergency tasks laid out in planning documents.
 - 4) When warning and communications systems change.
 - 5) When additional emergency resources are obtained through acquisition or agreement, the disposition of existing resources changes,

or anticipated emergency resources are no longer available.

- 6) When a training exercise or an actual emergency reveals significant deficiencies in existing planning documents.
- 7) When State or Federal planning standards for the documents are revised.

IX. Authorities and References

A. Legal Authority

1. Federal

- a. The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288 as amended
- b. Public Employees Occupational Safety and Health Act (PEOSHA) regulations

B. References

1. Federal

- a. Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining State, Territorial, Tribal, and Local Government Emergency Plans, March 2009.
- b. Homeland Security Exercise and Evaluation Program (HSEEP), February 2007.
- c. National Incident Management System (NIMS), December 2008.
- d. National Response Framework, Federal Emergency Management Agency, January 2008.

2. State

- a. State EOP

3. Local

- a. Local EOPs
- b. Inter-local agreement(s)



Staff Report

CITY COUNCIL MEETING DATE: May 9, 2022

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 5/5/2022
SUBJECT: Resolution 2022-14 Amend the Comprehensive Fee Schedule to include Animal Control Fees

BACKGROUND:

The City of Crestview began providing Animal Control services around the turn of this current year. Staff has determined, since operating under the current code for approximately four months, that a number of amendments are required to provide the most effective and efficient animal control services to the citizens of Crestview.

DISCUSSION:

With the adoption of Ordinance 1865, to repeal and replace Chapter 10 - Animals of the City Code of Ordinances, it is also necessary to revise the Comprehensive Fee Schedule to incorporate fees pertaining to violations of Chapter 10 as well as Administrative Fees to assist in daily operations and offsetting operating costs.

Staff developed these fees for the purposes of deterring violations of Chapter 10, as well as providing enough administrative income to cover the cost of services being provided to the community.

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

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

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This resolution has no negative impact on the City budget. The fee amendments proposed allow Animal Services to bring in enough funds to cover necessary operational costs.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution 2022-14.

Attachments

1. Attachment 1

RESOLUTION: 2022- 14

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, REPEALING PREVIOUS ANIMAL CONTROL SERVICES RELATED FEES; AMENDING THE COMPREHENSIVE FEE SCHEDULE TO ESTABLISH ANIMAL SERVICES VIOLATION AND ADMINISTRATIVE FEES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, F.S. § 828.27 provides for authority to issue citations for violations of local animal control ordinances; and

WHEREAS, F.S. § 166.021 authorizes municipalities to render municipal services, and exercise any power for municipal services, except when expressly prohibited by law;

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

SECTION 1 – AUTHORITY. The authority for enactment of this resolution is Section 166.021 and 163.31801, Florida Statutes, and Article I, Section 2 of the City Charter.

SECTION 2 – Resolution 11-07, which previously served to establish fees for violation of City animal ordinances, is hereby repealed.

SECTION 3 – The Comprehensive Fee Schedule is hereby amended to revise applicable Animal Services fees, as attached (Attachment 1), and incorporated herein by reference.

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

SECTION 5 – SCRIVENER'S ERRORS. The correction of typographical errors which do not affect the intent of this resolution 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 – REPEALER. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Passed and adopted in regular session this 9th day of May, 2022.

APPROVED:

ATTEST:

J. B. Whitten
Mayor

Maryanne Schrader
City Clerk



Comprehensive Fee Schedule
for
Fiscal Year 2020-2021

Effective Date: September 1, 2020

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City Manager			
Department and/or Service	Fee Description	Current Rate	Implemented
Note:			

City Clerk			
Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Lien Searches			
# of Days Prior to Proposed Due Date	3 to 5 Business Days	\$65.00	Resolution 2020-13
Qualifying fees of candidates			
Qualifying fees of candidates <i>[See Section 26-1 for full scope of fee]</i>	For member of the city council	\$10.00	Resolution 2020-13
	For mayor	\$25.00	Resolution 2020-13
	For city clerk	\$50.00	Resolution 2020-13
Other Fees			
General Penalty; continuing violations	“...where no specific penalty is provided therefor, ...” <i>[See Section 1-11(a) for full scope of fine.]</i>	\$500.00	Resolution 2020-13
Drug Nuisance Abatement Board	<i>[See Section 2-127 for full scope of fine.]</i>		Resolution 2020-13
	2-127(a)(1)	\$250.00	
	2-127(a)(4)	\$500.00	
	2-127(f)	\$7500.00	
Public Records	Fees are charged in accordance with Chapter 119.07(4), Florida Statutes		Resolution 2020-13

Community Development Services

Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Business Tax Receipts			
Agencies/Brokers			
	Rental	\$37.50	Resolution 2020-13
	Abstract	\$52.50	Resolution 2020-13
	Collection	\$52.50	Resolution 2020-13
	Credit	\$52.50	Resolution 2020-13
	Real Estate	\$52.50	Resolution 2020-13
	Travel	\$52.50	Resolution 2020-13
	Advertising	\$75.00	Resolution 2020-13
	Detective	\$75.00	Resolution 2020-13
	Employment	\$75.00	Resolution 2020-13
	Stocks, Bonds, Other Securities	\$112.50	Resolution 2020-13
Automobile Dealers			
	New Automobiles w/factory accessories	\$135.00	Resolution 2020-13
	Used Automobiles	\$75.00	Resolution 2020-13
Banking/Lending Institutions			
	Pawnbroker	\$75.00	Resolution 2020-13
	Building Loan and Savings Association	\$150.00	Resolution 2020-13
	Money Lenders	\$150.00	Resolution 2020-13
	Banks	\$225.00	Resolution 2020-13
	Finance Company	\$225.00	Resolution 2020-13
Barber/Beauty/Cosmetology			
	Shop (one chair)	\$22.50	Resolution 2020-13
	Plus, each additional chair	\$15.00	Resolution 2020-13
Clairvoyants, Divine Healers, Faith Curist, etc.		\$225.00	Resolution 2020-13
Coin Operated Devices		\$37.50	Resolution 2020-13
Communications Services			
	Radio Broadcast Stations	\$150.00	Resolution 2020-13
	Television Stations	\$150.00	Resolution 2020-13
Contractors			
	Alarm	\$37.50	Resolution 2020-13
	Cabinet Makers	\$37.50	Resolution 2020-13
	Cement	\$37.50	Resolution 2020-13
	House Movers	\$37.50	Resolution 2020-13
	House Wreckers	\$37.50	Resolution 2020-13
	Tile	\$37.50	Resolution 2020-13
	Painting	\$52.50	Resolution 2020-13
	Landscaping	\$75.00	Resolution 2020-13
	Electrical	\$112.50	Resolution 2020-13
	HVAC	\$150.00	Resolution 2020-13
	Pest Control	\$150.00	Resolution 2020-13
	Pile Driving	\$150.00	Resolution 2020-13
	Plastering/Stucco	\$150.00	Resolution 2020-13
	Plumbing	\$150.00	Resolution 2020-13
	Roofing	\$150.00	Resolution 2020-13
	Siding	\$150.00	Resolution 2020-13
	Tree Surgery	\$150.00	Resolution 2020-13
	Washing/Cleaning Houses (Exterior)	\$150.00	Resolution 2020-13
	Well Drilling	\$150.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Unlisted	\$150.00	Resolution 2020-13
	Asphalt/Concrete Paving	\$225.00	Resolution 2020-13
	General	\$300.00	Resolution 2020-13
	Utility (Water, Sewer, Cable)	\$300.00	Resolution 2020-13
Entertainment/Amusement			
	Animal Exhibitions	\$37.50	Resolution 2020-13
	Skating Rink	\$37.50	Resolution 2020-13
	Athletic Club	\$52.50	Resolution 2020-13
	Billiards, Pool (one table)	\$52.50	Resolution 2020-13
	Each Additional Table	\$15.00	Resolution 2020-13
	Bowling Alley (one alley)	\$52.50	Resolution 2020-13
	Each Additional Alley	\$20.00	Resolution 2020-13
	Golf Course	\$52.50	Resolution 2020-13
	Auctioneering	\$75.00	Resolution 2020-13
	Theater	\$75.00	Resolution 2020-13
	Nightclub	\$127.50	Resolution 2020-13
	Circus	\$150.00	Resolution 2020-13
	Promoters	\$150.00	Resolution 2020-13
	Amusement Parks	\$300.00	Resolution 2020-13
	Plus, Each Show, Ride, Concession	\$52.50	Resolution 2020-13
	Carnival	\$300.00	Resolution 2020-13
Exhibition Facility (selling or taking orders for any goods, etc. from booths, exhibits...)			
	First 5 Spaces	\$35.00	Resolution 2020-13
	Each Additional Space	\$2.00	Resolution 2020-13
	Minimum Fee	\$35.00	Resolution 2020-13
Gas Company			
	Artificial or Commingled, Natural	\$225.00	Resolution 2020-13
Gasoline, Filling or Service Stations			
	Two Nozzles	\$37.50	Resolution 2020-13
	Each Additional Nozzle	\$15.00	Resolution 2020-13
Insurance			
	Adjusters	\$37.50	Resolution 2020-13
	Agents	\$37.50	Resolution 2020-13
	Junk Shops	\$150.00	Resolution 2020-13
Laundry and/or Dry Cleaners			
	Operating	\$75.00	Resolution 2020-13
	Self-Serve	\$37.50	Resolution 2020-13
Merchants			
	1-3 Employees	\$25.00	Resolution 2020-13
	4-7 Employees	\$50.00	Resolution 2020-13
	8-12 Employees	\$75.00	Resolution 2020-13
	13-18 Employees	\$100.00	Resolution 2020-13
	19-25 Employees	\$125.00	Resolution 2020-13
	26-33 Employees	\$150.00	Resolution 2020-13
	34 or More Employees	\$200.00	Resolution 2020-13
Professionals (State or Industry Regulated)			
	Funeral Director	\$52.50	Resolution 2020-13
	Chiropractor	\$75.00	Resolution 2020-13
	Engineer	\$75.00	Resolution 2020-13
	Naturopath	\$75.00	Resolution 2020-13
	Osteopath	\$75.00	Resolution 2020-13
	Surveyors	\$75.00	Resolution 2020-13
	Veterinarian	\$75.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Certified Public Accountant	\$112.50	Resolution 2020-13
	Architect	\$150.00	Resolution 2020-13
	Dentist	\$150.00	Resolution 2020-13
	Doctors, Physicians, Surgeon	\$150.00	Resolution 2020-13
	Attorneys, each:		
	First 5yrs after graduation from law school/bar	\$75.00	Resolution 2020-13
	After 5yrs from graduation from law school/bar	\$112.50	Resolution 2020-13
Rental Units			
	Apartment Houses (each unit)	\$7.50	Resolution 2020-13
	Hotel/Motel:		
	First 100 Rooms, each room	\$2.25	Resolution 2020-13
	Second 100 Rooms, each room	\$1.50	Resolution 2020-13
	Next 100 Rooms, each room	\$0.75	Resolution 2020-13
	Cigar & Newsstand	\$37.50	Resolution 2020-13
	Restaurant within	\$37.50	Resolution 2020-13
	Warehouse Storage:		
	Up to 5,000 sq. ft.	\$52.50	Resolution 2020-13
	Over 5,000 sq. ft.	\$78.75	Resolution 2020-13
	Trailer Park		
	First 5 Spaces	\$52.50	Resolution 2020-13
	Each Additional Space	\$3.00	Resolution 2020-13
Restaurants			
	Inside Dining	\$52.50	Resolution 2020-13
	Drive-up Window, per window	\$37.50	Resolution 2020-13
	Schools	\$37.50	Resolution 2020-13
	Business	\$37.50	Resolution 2020-13
	Dance	\$37.50	Resolution 2020-13
	Music	\$37.50	Resolution 2020-13
Services			
	Childcare	\$22.50	Resolution 2020-13
	Blueprinting	\$37.50	Resolution 2020-13
	Car Wash	\$37.50	Resolution 2020-13
	Carpet Cleaning	\$37.50	Resolution 2020-13
	Catering	\$37.50	Resolution 2020-13
	Cemetery Company	\$37.50	Resolution 2020-13
	House Cleaning	\$37.50	Resolution 2020-13
	Janitorial	\$37.50	Resolution 2020-13
	Lawn Care	\$37.50	Resolution 2020-13
	Locksmith	\$37.50	Resolution 2020-13
	Medical Clinic	\$37.50	Resolution 2020-13
	Parcel Delivery	\$37.50	Resolution 2020-13
	Repair Shop	\$37.50	Resolution 2020-13
	Taxidermist	\$37.50	Resolution 2020-13
	Upholstery	\$37.50	Resolution 2020-13
	Accounting, Bookkeeping, Tax Service	\$52.50	Resolution 2020-13
	Drafting	\$52.50	Resolution 2020-13
	Freezer/ Cold Storage	\$52.50	Resolution 2020-13
	Machine Shop	\$52.50	Resolution 2020-13
	Auto for Hire	\$75.00	Resolution 2020-13
	Dental Lab	\$75.00	Resolution 2020-13
	Guaranty/Surety Company	\$75.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Wrecker	\$75.00	Resolution 2020-13
	Photographer	\$105.00	Resolution 2020-13
	Bonding Company	\$150.00	Resolution 2020-13
	Taxicab Company (each car)	\$37.50	Resolution 2020-13
	Vending Machine Company	\$75.00	Resolution 2020-13
	Unclassified	\$52.50	Resolution 2020-13
Trucks / vehicles-Selling merchandise; license & registration	“... from which vegetables and farm and grove products, not raised and produced ...” <i>[See Section 18-49(a) for full scope of fee]</i>	\$50.00 occupational license tax	Resolution 2020-13
Penalty for delinquent payment	“... who engages in any business, occupation, or profession covered by this chapter of the code...” <i>[See Section 18-35(c) for full scope of penalty]</i>	\$250.00	Resolution 2020-13
Planning and Zoning			
Subdivisions			
	Master Planned Development	\$2,000.00 base fee, plus \$20.00 per acre or fraction thereof Resubmittal Fee (each submittal) of \$500.00	Resolution 2020-13
	Residential development (subdivision)	\$350.00 base fee, plus \$15.00 per lot Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Residential planned unit development	\$800.00 base fee, plus \$15.00 per lot/unit Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Commercial and industrial development (subdivision)	\$350.00 base fee, plus \$15.00 per lot Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Planned mixed development district	1. Base plan, \$800.00. 2. Plus, each parcel within the subdivision, \$15.00. 3. Revised plan submittal, \$150.00, each submittal.	Resolution 2020-13
	Mobile home parks	\$350.00 base fee, plus \$15.00 per lot Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Developments of regional impact	\$2,000.00 base fee, plus \$20.00 per acre or fraction thereof Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
Commercial/industrial site plan reviews.			
	Area-wide impact projects (commercial & industrial site plan review)	\$2,000.00 base fee for the 1st 100,000 square feet, plus \$20.00 per 1,000 square feet or fraction thereof Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Major development projects (commercial & industrial site plan review)	\$500.00 base fee for the 1st 10,000 square feet, plus \$40.00 per 1,000 square feet or fraction thereof Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Minor projects (commercial & industrial site plan review)	\$500.00 base fee for the 1st 10,000 square feet, plus \$40.00 per 1,000 square feet or fraction thereof Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
	Commercial interior remodel or interior build out (commercial & industrial site plan review)	2,000 square feet or less: \$250.00 2,001 square feet or greater: \$350.00 Resubmittal Fee (each submittal) of \$150.00	Resolution 2020-13
Local planning application, administrative and processing fees.			
	Voluntary annexation into the city	10 acres or less: \$1,200.00 – includes comp plan amendment and rezoning. More than 10 acres: \$1,200.00 plus \$10 per acre or fraction thereof – includes comp plan amendment and rezoning. All costs included.	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Comprehensive plan amendments, small scale	\$2,500.00 All costs included.	Resolution 2020-13
	Conventional comprehensive plan amendments	\$2,500.00 plus \$10.00 per acre or fraction thereof All costs included.	Resolution 2020-13
	Zoning changes	\$750.00 All costs included.	Resolution 2020-13
	Lot split request and minor replat request	\$50.00, All costs included.	Resolution 2020-13
	Right of way vacations	\$600.00 All costs included.	Resolution 2020-13
	Variances and special exceptions	\$1500.00 All costs included.	Resolution 2020-13
	Administrative Deviation	\$125	Resolution 2020-13
	Out-of-city utility request for water and/or sewer	Residential: \$30.00 for water and/or sewer, plus impact fees (if necessary) Commercial: \$100.00 for water and/or sewer, plus impact fees (if necessary)	Resolution 2020-13
	Alcohol beverage certificate of compliance	\$50.00	Resolution 2020-13
	Business tax receipt inspection and zoning approval	\$20.00	Resolution 2020-13
	Final site inspection; i.e. site, landscaping, parking, signage etc.	\$50.00	Resolution 2020-13
	Land clearing/protected tree removal	\$75.00	Resolution 2020-13
	Research and written interpretation of land development regulation city code	\$40.00 per item	Resolution 2020-13
	Zoning and code compliance plan review for permitting	\$25.00	Resolution 2020-13
	Zoning verification/compliance letter, or comprehensive plan consistency letter	\$45.00	Resolution 2020-13
	Appeals to the Planning & Development Board	\$1,000.00	Resolution 2020-13
Preparation of C and D landfill application.	“No specific fee is noted in this ordinance, only the requirements for the permit...” [See Section 70-48 for full scope of fee]		Resolution 2020-13
GIS			
	City Limits Map (24”x36”)	\$15.00	Resolution 2020-13
	Zoning Map (24”x36”)	\$15.00	Resolution 2020-13
	Future Land Use Map (24”x36”)	\$15.00	Resolution 2020-13
	CRA District Map (24”x36”)	\$15.00	Resolution 2020-13
Building Permits			
General Fees			

Department and/or Service	Fee Description	Current Rate	Implemented
	Building Permit Processing Fee (Base Fee)	\$55.00 If the permit fee does not cover the costs of the required inspections, a trip charge of \$45.00 shall be added for each inspection not covered by the permit fees.	Resolution 2020-13
	Change of contractor, transfer of permit	Prorate balance of work	Resolution 2020-13
	Expired permit	Re-issuance-50 percent of the original fee paid if the fee is paid within 30 days of the expiration date. After 30 days, the full original fee is due.	Resolution 2020-13
	Undervalued permits	if the building permit valuation appears to be underestimated on the application, the permit may be withheld unless the applicant can show detailed cost estimates which meet the approval of the building official. The building official may require a copy of the construction contract to be submitted with the permit application.	Resolution 2020-13
Plan Review Fees	Plan check fee	25% SFD 50% of building fee for occupancies other than one- and two-family dwellings	Resolution 2020-13
	Threshold building transmittal/processing/ICC	The applicant shall pay the applicable fees assessed by the ICC at the time plans are submitted.	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Plan Review Fees	Addendum fee <i>[See Section 102-351 for full scope of fees]</i>	\$75.00 An addendum applies to changes that occur during construction that results in plan revisions.	Resolution 2020-13
	Revision fee <i>[See Section 102-351(b)(2)(d) for full scope of fees]</i>	\$75.00 Revision fees apply to plans which are still under review prior to permit issuance, that do not comply with the Florida Building Code and which have been returned to the applicant for revisions	Resolution 2020-13
	Re-submittal fee* <i>[See Section 102-351(b)(2)(f) for full scope of fees]</i>	Plans that are resubmitted to be re-reviewed shall be subject to a fee equal to ½ original plan review fee.	Resolution 2020-13
* A Surcharge will be collected in accordance with and for the purposes stated in F.S 468.631 & 553.721			
Construction Permit Fees			
Master Permit Fees [See Section 102-351 for full scope of fees]	\$15,000 and less	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	\$15,000.01 to \$50,000.00	\$75.00 for the first \$15,000.00 plus \$4.00 for each additional thousand or fraction thereof, up to and including \$50,000.00.	Resolution 2020-13
	\$50,000.01 to \$100,000.00	\$215.00 for the first \$50,000.00 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$100,000.00.	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Master Permit Fees [See Section 102-351 for full scope of fees]	\$100,000.01 to \$500,000.00	\$365.00 for the first \$100,000.00 plus \$2.00 for each additional thousand or fraction thereof, up to and including \$500,000.00.	Resolution 2020-13
	\$500,000.01 and up	\$1,165.00 for the first \$500,000.00 plus \$1.25 for each additional thousand or fraction thereof.	Resolution 2020-13
Moving Structure Fee	To move any non-portable structure from one lot to another noncontiguous lot within the city,	\$175.00.	Resolution 2020-13
	To move any non-portable structure from outside of the city limits to a lot within the city limits,	\$250.00.	Resolution 2020-13
	To move any non-portable structure from one location to another location within the same lot, parcel or tract,	\$45.00.	Resolution 2020-13
	A separate building permit shall be secured for the foundation upon which such structure shall be placed,	\$90.00.	Resolution 2020-13
	Mobile Home Fee	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	Demolition Fee	\$59.50 plus \$9.45 per 2,000 sq ft above 20,000 sq ft or fraction thereof	Resolution 2020-13
	Temporary use permit fee	Placement of tents that are in excess of 120 square feet, \$45.00. Job site construction trailers \$45.00 All other temporary structures \$45.00	Resolution 2020-13
	Additional Inspection Fee	\$45.00	Resolution 2020-13
	After Hours Inspection Fee	\$100.00 per hour with a one-hour minimum charge	Resolution 2020-13
	Re-Inspection Fee [See Section 102-351 for full scope of fees]	First - \$30.00 Second - \$50.00 Third and more - \$120.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Change of use fee	\$30.00 and a certificate of occupancy shall be reissued upon determining compliance	Resolution 2020-13
	Annual facility permit fees <i>[See Section 102-351 for full scope of fees]</i>	\$150.00 and shall be valid for one-year from date of issuance, separate permit for each trade.	Resolution 2020-13
	Certificate of Occupancy	\$38.00	Resolution 2020-13
	Certificate of Completion	\$38.00	Resolution 2020-13
	Temporary Certificate of Occupancy	\$200.00	Resolution 2020-13
	TCO Extensions	\$50.00 Each	Resolution 2020-13
Electrical Permits			
	Base Permit Fee	\$55.00	Resolution 2020-13
Service Fees (Includes Generators)	Temporary Pole up to 100 Amp.	\$35.00	Resolution 2020-13
	Temporary Pole over 100 Amp.	\$50.00	Resolution 2020-13
	Main Service up to 100 Amp.	\$45.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 101 Amp. to 200 Amp.	\$70.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 201 Amp. to 400 Amp.	\$85.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 401 Amp. to 600 Amp.	\$105.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 601 Amp. to 800 Amp.	\$120.00 Plus, per circuit 2.25	Resolution 2020-13
	Main Service over 800 Amp	\$0.20 per amperes 100.00 Plus, per circuit 2.50	Resolution 2020-13
	Sub panel derived from main service	\$40.00 plus \$1.85 per circuit	Resolution 2020-13
	Reconnect meter inspection fee	\$30.00	Resolution 2020-13
Electrical Motor Fees	Motor up to 1 HP	\$5.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 1 HP up to 3 HP	\$7.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 3 HP up to 5 HP	\$9.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 5 HP up to 8 HP	\$10.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 8 HP up to 10 HP	\$12.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 10 HP up to 25 HP	\$14.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 25 HP	\$17.00 Plus, per circuit \$1.85	Resolution 2020-13
Miscellaneous Fees	Branch Circuits, Feeders	\$2.50	Resolution 2020-13
	Repair (Work-With)	\$30.00	Resolution 2020-13
	Elevator, Electrical	\$175.00	Resolution 2020-13
Swimming Pool Fees	Private swimming pool electrical	\$30.00 Plus, per circuit \$1.85	Resolution 2020-13
	Public swimming pool electrical	\$100.00 Plus, per circuit \$1.85	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Transformer Fees	Transformer up to 50 Amp.	\$25.00 Plus, per circuit \$1.85	Resolution 2020-13
	Transformer over 50 Amp.	\$35.00 Plus, per circuit \$1.85	Resolution 2020-13
X-Ray Unit Fees	Initial Unit	\$50.00 Plus, per circuit \$1.85	Resolution 2020-13
	Each Additional Unit	\$25.00 Plus, per circuit \$1.85	Resolution 2020-13
Alarm System Fees	Security Alarm Permit (wired)	\$40.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm up to \$999.99	\$70.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$1000-\$4999.99	\$100.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$5000-\$9999.99	\$150.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$10,000 and up	\$200.00 Plus, per circuit \$1.85	Resolution 2020-13
Early Power (No Master Permit)	Commercial Power, First service	Early Power \$38.00	Resolution 2020-13
	Commercial Power, Each additional service	Early Power \$38.00	Resolution 2020-13
	Residential Power, First service	Early Power \$38.00	Resolution 2020-13
	Residential Power, Each additional service	Early Power \$38.00	Resolution 2020-13
Mechanical Permits and Inspection			
	Base Permit Fee	\$55.00	Resolution 2020-13
Electric heating fees, each system.		\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
Central air conditioning (including heat pump) fees, each system:		\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
Miscellaneous fees:		\$5.80 plus \$3.45 for each additional \$1,000 or fraction thereof	Resolution 2020-13
	Rehabilitation of substandard	Reduced by 50% housing, unless permit is for minimum of \$5.00. Repairs, alterations and additions to an existing system under \$500.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Miscellaneous fees:	Commercial kitchen exhaust hood	\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
Plumbing			
	Base Permit Fee	\$55.00	Resolution 2020-13
	Plus, per plumbing fixture, floor drain or trap, including water and drainage pipe	\$3.50	Resolution 2020-13
	Electric Water Heater Replacement	\$30.00	Resolution 2020-13
Grease trap/interceptor, new and replacement, per interceptor	Under sink interceptor and Underground system	\$150.00	Resolution 2020-13
	Repair or replacement of any water distribution line, building drain piping, or sewer line	\$30.00	Resolution 2020-13
Irrigation			
	Shallow Well	\$35.00	Resolution 2020-13
	Residential (1 &2 Family)	\$30.00	Resolution 2020-13
	Commercial	\$70.00	Resolution 2020-13
Gas			
	Gas Fixture (New)	\$3.50	Resolution 2020-13
	Gas Fixture (Replacement)	\$30.00	Resolution 2020-13
	Gas Line (Repair or Replacement)	\$30.00	Resolution 2020-13
Water and sewer permit fees			
	Per each residential sewer/water tap and line roughed in	\$30.00	Resolution 2020-13
	Per each non-residential sewer/water tap and line roughed in	\$45.00	Resolution 2020-13
Fire Sprinkler System Permit			
	One- and two-family dwellings	\$120.00 per building	Resolution 2020-13
	Commercial; small, six heads or less	\$120.00 per building	Resolution 2020-13
	Commercial; large, seven or more heads	\$250.00 per building	Resolution 2020-13
	Existing systems; each relocated or additional sprinkler head	\$5.00	Resolution 2020-13
	Exhaust hood fire suppression system permit	\$60.00 per hood system	Resolution 2020-13
Floodplain Development Permit			
Minor Floodplain Development	Accessory Structures	\$30.00	Resolution 2020-13
	Habitable buildings	\$100.00	Resolution 2020-13
Major Floodplain Development	New development	\$250.00	Resolution 2020-13
	Other development	\$200.00	Resolution 2020-13
	Letter of map change/ flood study review	\$150.00	Resolution 2020-13
Installation of pollutant/hazardous storage tank fees			
	Above ground	\$175.00	Resolution 2020-13
	Underground	\$350.00	Resolution 2020-13
	Removal of storage tank	\$70.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Irrigation and lawn sprinkler fees			
	Residential (one-and two-family dwellings)	\$30.00	Resolution 2020-13
	Commercial (other than one-and two-family dwellings)	\$70.00	Resolution 2020-13
	Shallow Well	\$35.00	Resolution 2020-13
Driveway permit inspection			
	Residential (one-and two-family dwellings)	\$35.00	Resolution 2020-13
	Commercial (other than one-and two-family dwellings)	\$50.00	Resolution 2020-13
In ground swimming pool permit			
	Private pools and spas	\$135.00	Resolution 2020-13
	Public pool fees shall be assed based on the contract price of the pool, as specified in Section (b)(1).	Master Permit fees	Resolution 2020-13
	Pool modifications	\$100.00	Resolution 2020-13
Minor residential accessory structure permit			
	One-and two-family dwellings	\$15.00	Resolution 2020-13
Proper permits needed			
	Owner-builders	Fee of two times the usual permit fee for each required permit	Resolution 2020-13
	Contractors	Fee of four times the usual permit fee plus an additional \$500.00 each occurrence for each required permit	Resolution 2020-13
	Reduced fee or no-cost permits	Reduced fee or no-cost permits shall not be granted pursuant to F.S. § 553.80(7)(b)(2), except for city projects carried out by the city public services department employees. Costs for these permits shall be covered by utilities and other services provided by the city at no expense to the building division.	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Refunds of permit fees	Conditional; no work has commenced, & permit has not expired; requires written notice to the BO. Shall not include base fee or plan review fee if applicable.	Resolution 2020-13
Sign permit fees			
Permanent accessory signs; I-10 Corridor accessory signs; Outdoor advertising signs; I-10 Corridor outdoor advertising signs	\$15,000 and less	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	\$15,000.01 to \$50,000.00	\$75.00 for the first \$15,000.00 plus \$4.00 for each additional thousand or fraction thereof, up to and including \$50,000.00.	Resolution 2020-13
	\$50,000.01 to \$100,000.00	\$215.00 for the first \$50,000.00 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$100,000.00.	Resolution 2020-13
	\$100,000.01 to \$500,000.00	\$365.00 for the first \$100,000.00 plus \$2.00 for each additional thousand or fraction thereof, up to and including \$500,000.00.	Resolution 2020-13
	\$500,000.01 and up	\$1,165.00 for the first \$500,000.00 plus \$1.25 for each additional thousand or fraction thereof.	Resolution 2020-13
Concurrency Evaluation Review			
	Multifamily project per building.	\$25.00	Resolution 2020-13
	Commercial project per building.	\$25.00	
	Single-family home	\$25.00	
Code Compliance			
	Any person who violates any of the provisions of this section is punishable as provided in F.S. 162 to be imposed by special magistrate.	Up to \$250 for first offense \$500.00 for the second	Resolution 2020-13
Citation	1 st Offense	Written citation	Resolution 2020-13
	2 nd Offense	\$75.00	Resolution 2020-13
	3 rd Offense	\$150.00	Resolution 2020-13
Judgment upon failure to contest citation	“... who fails to pay the appropriate civil penalty with the time period allowed, ...” [See Section 24-8 for full scope of fine]	\$500.00	Resolution 2020-13
Administrative Fee	Special Magistrate hearings	\$250.00	Resolution 2020-02

Department and/or Service	Fee Description	Current Rate				Implemented
<u>Animal Services</u>						
<u>Citations</u>	<u>Violation</u>	<u>Offence</u>				<u>Resolution 2022-14</u>
		<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th +</u>	
	<u>Sec. 10-7 – Unvaccinated Animals</u>	<u>\$25.00</u>	<u>\$100.00</u>	<u>\$250.00</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-8 – Barnyard Animals</u>	<u>\$100.00</u>	<u>\$150.00</u>	<u>\$200.00</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-9 - Humane Treatment</u>	<u>\$200.00</u>	<u>\$400.00</u>	<u>Mandatory Court Appearance</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-10 – Confinement of Animal(s) in Heat</u>	<u>\$100.00</u>	<u>\$200.00</u>	<u>\$400.00</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-11 – Physical Control of Dog(s)</u>	<u>\$100.00</u>	<u>\$200.00</u>	<u>\$300.00</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-12(a) – Dog Excreta</u>	<u>\$25.00</u>	<u>\$50.00</u>	<u>\$100.00</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-12(b) - Noise</u>	<u>\$25.00</u>	<u>\$50.00</u>	<u>\$100.00</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-15 – Dangerous Dog Requirements</u>	<u>\$300.00</u>	<u>\$400.00</u>	<u>Mandatory Court Appearance</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-19 – Ownership of a Primary Vector of Rabies</u>	<u>\$150.00</u>	<u>\$300.00</u>	<u>Mandatory Court Appearance</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-21 – Keeping a Stray Domestic Animal</u>	<u>\$25.00</u>	<u>\$75.00</u>	<u>\$200.00</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-25 – Disposal of Animal Carcass</u>	<u>\$50.00</u>	<u>\$100.00</u>	<u>\$200.00</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-26 – Duties of Person Who Injures an Animal</u>	<u>\$100.00</u>	<u>\$200.00</u>	<u>Mandatory Court Appearance</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-27 – Companion Animals in Motor Vehicle</u>	<u>\$200.00</u>	<u>\$300.00</u>	<u>Mandatory Court Appearance</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-28 – Animal Exploitation</u>	<u>\$200.00</u>	<u>\$300.00</u>	<u>Mandatory Court Appearance</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-31 – Trapping an Animal</u>	<u>\$25.00</u>	<u>\$75.00</u>	<u>\$200.00</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-32 – Poisoning Animals</u>	<u>\$200.00</u>	<u>Mandatory Court Appearance</u>	<u>Mandatory Court Appearance</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-34 – Animals trained to assist persons with disabilities</u>	<u>\$100.00</u>	<u>\$200.00</u>	<u>\$300.00</u>	<u>Mandatory Court Appearance</u>	
	<u>Sec. 10-35 – Obstruction of Enforcement</u>	<u>F.S.§ 775</u>	<u>F.S.§ 775</u>	<u>F.S.§ 775</u>	<u>Mandatory Court Appearance</u>	

Department and/or Service	Fee Description	Current Rate				Implemented
<u>Administrative Fees</u>	<u>Impound/Reclaim</u>	<u>1st: \$75.00</u>	<u>2nd: \$100.00</u>	<u>3rd: \$200.00</u>	<u>4th +: \$300.00</u>	<u>Resolution 2022-14</u>
	<u>Adoption (Dog)</u>	<u>\$95.00</u>				
	<u>Adoption (Cat)</u>	<u>\$75.00</u>				
	<u>Boarding</u>	<u>\$15.00 (per day)</u>				
	<u>Quarantine in-house</u>	<u>\$25.00 (per day)</u>				
	<u>Quarantine Dangerous Dog</u>	<u>\$50.00 (per day)</u>				
	<u>Quarantine Dangerous Dog Violation</u>	<u>\$300.00 (at home)</u>				
	<u>Administrative</u>	<u>\$10.00 (per violation)</u>				
	<u>Dangerous Dog Hearing</u>	<u>\$250.00</u>				
	<u>Dangerous Dog Registration</u>	<u>\$250.00, plus \$100.00 annually</u>				
	<u>Microchip</u>	<u>\$30.00</u>				
	<u>Emergency Veterinary Care</u>	<u>Actual Billed Amount</u>				
	<u>Court Cost</u>	<u>Actual Amount if City Prevails/ Plus Applicable Fees/Fines</u>				

Public Services			
Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Water and Sewer Connection Fees			
Inside City Limits			
Water Connection	3/4"	\$800	Resolution 2020-13
	1"	\$1000	Resolution 2020-13
	1 1/2"	\$1500	Resolution 2020-13
	2"	\$2000	Resolution 2020-13
	Larger than 2"	At Cost plus \$100.00 for installation	Resolution 2020-13
Sewer Connection	Residential 4"	\$1020	Resolution 2020-13
	Commercial 4"	\$1230	Resolution 2020-13
	Commercial 6"	\$1680	Resolution 2020-13
	Commercial 8"	\$2160	Resolution 2020-13
Backflow	Residential Backflow prevention device	\$40	Resolution 2020-13
	Half-inch to 1 1/2-inch Backflow (repair cost-materials only)	\$40	Resolution 2020-13
	Two-inch to four-inch (repair cost-materials and \$10.00 labor fee)	\$50	Resolution 2020-13
	Six-inch to eight-inch (repair cost-materials and \$20.00 labor fee)	\$60	Resolution 2020-13
Outside City Limits			
Water Connection	3/4"	\$1200	Resolution 2020-13
	1"	\$1500	Resolution 2020-13
	1 1/2"	\$2250	Resolution 2020-13
	2"	\$3000	Resolution 2020-13
	Larger than 2"	At Cost plus \$150.00 for installation	Resolution 2020-13
Sewer Connection	Residential 4"	\$1530	Resolution 2020-13
	Commercial 4"	\$1845	Resolution 2020-13
	Commercial 6"	\$2520	Resolution 2020-13
	Commercial 8"	\$2700	Resolution 2020-13
Backflow	Residential backflow prevention device	\$60	Resolution 2020-13
	Half-inch to 1 1/2-inch Backflow (repair cost-materials only)	\$60	Resolution 2020-13
	Two-inch to four-inch (repair cost-materials and \$15.00 labor fee)	\$75	Resolution 2020-13
	Six-inch to eight-inch (repair cost-materials and \$30.00 labor fee)	\$90	Resolution 2020-13
Other Water and Sewer Charges			
Deposits	Inside Residential	\$60	Resolution 2020-13
	Outside Residential	\$90	Resolution 2020-13
	Inside Commercial	\$250	Resolution 2020-13
	Outside Commercial	\$300	Resolution 2020-13
Average Bill	Water	\$9.60	Resolution 2020-13
	Sewer (subtract if on septic)	\$17.85	Resolution 2020-13
	Garbage	\$22.95 / 25.95	Resolution 2020-13
	Total	\$50.40 / 53.40	Resolution 2020-13
	Lock Damaged	\$10.00	Resolution 2020-13
	Curb Stop Damaged	\$50.00	Resolution 2020-13
	Register Damaged	\$115.00	Resolution 2020-13

	Pull meter/replace meter (Customer request)	\$100.00	Resolution 2020-13
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Department and/or Service	Fee Description	Current Rate	Implemented
	Meter Test	\$50.00	Resolution 2020-13
	Septic to Sewer	\$130	Resolution 2020-13
Restoration of water service through existing connection	A person desiring to have water service restored..." [See Section 90-30 for full scope of fee]	\$20.00 plus utility deposit amount	Resolution 2020-13
	"Utility service may be restored or continued..." [See Section 90-139 for full scope of fee]	\$25.00 plus amount necessary to create a utility deposit equal to the deposit requirement for a new customer.	Resolution 2020-13
Transfer of utility services from one location to another	"A customer desiring to transfer his utility..." [See Section 90-31 for full scope of fee]	\$20.00	Resolution 2020-13
Temporary connection of utilities	"In the event a landlord, homeowner, or ..." [See Section 90-32 for full scope of fee] Water and Sewer Service Garbage Service	 \$30.00 \$19.00	Resolution 2020-13
Private Sewage Disposal System	Permit and Inspection Fee	\$15.00	Resolution 2020-13
Damaged MXU	Single Port MXU	\$145.00	Resolution 2020-13
	Dual Port MXU	\$165.00	
	One Triple Wire	\$18.50	
Building Sewer Permit and Inspection Fee	Residential or Commercial	\$15.00	Resolution 2020-13
	Industrial	\$25.00	
Per Gallon Rates [See Section 90-138 & 90-137 for full scope of fees]			
Inside City Limits			
Residential Water	Base Fee (up to 2,000 gallons)	\$9.98	Resolution 2020-13
	Next 3,000 gallons of water consumed, rate per 1,000 gallons	\$2.13	Resolution 2020-13
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$2.18	Resolution 2020-13
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$2.39	Resolution 2020-13
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$2.70	Resolution 2020-13
Residential Sewer	Base Fee (up to 2,000 gallons)	\$18.56	Resolution 2020-13
	Next 14,000 gallons of water consumed, rate per 1,000 gallons	\$5.62	Resolution 2020-13
	Over 16,000 gallons of water consumed rate per 1,000 gallons (Max Charge)	\$97.19	Resolution 2020-13
Commercial Water	Minimum charge (includes the first 1,000 gallons of water consumed)	\$12.38	Resolution 2020-13
	Next 4,000 gallons of water consumed, rate per 1,000 gallons	\$2.13	Resolution 2020-13
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$2.18	Resolution 2020-13
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$2.39	Resolution 2020-13
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$2.70	Resolution 2020-13
Commercial Sewer	Minimum charge (includes the first 1,000 gallons of water consumed)	\$20.28	Resolution 2020-13
	Rate per 1,000 gallons consumed after initial 1,000 gallons consumption	\$5.62	Resolution 2020-13
*Out of City Water/Sewer Rates will continue to be charged as allowed by the Code of Ordinances of the City of Crestview. A copy of these rates is available upon request.			

Department and/or Service	Fee Description	Current Rate	Implemented
Outside City Limits			
Residential Water	Base rate 0 – 2000 gallons	\$14.97	Resolution 2020-13
	2001 – 5000	\$3.20 per 1000	Resolution 2020-13
	5001 – 10,000	\$3.27 per 1000	Resolution 2020-13
	10,001 – 20,000	\$3.59 per 1000	Resolution 2020-13
	Over 20,001	\$4.05 per 1000	Resolution 2020-13
Residential Sewer	Base rate 0 – 2000 gallons	\$27.84	Resolution 2020-13
	Over 2000	\$8.43 per 1000 over 2000	Resolution 2020-13
	Capped at 16,000	\$145.79	Resolution 2020-13
Commercial Water	Base rate 0 – 2000 gallons	\$18.57	Resolution 2020-13
	2001 – 5000	\$3.20 per 1000	Resolution 2020-13
	5001 – 10,000	\$3.27 per 1000	Resolution 2020-13
	10,001 – 20,000	\$3.59 per 1000	Resolution 2020-13
	Over 20,001	\$4.05 per 1000	Resolution 2020-13
Commercial Sewer	Base rate 0 – 1000 gallons	\$30.42	Resolution 2020-13
	Over 1000	\$8.43 per 1000 over 1000	Resolution 2020-13
Impact Fees			
	Water	\$1400 Per ERU	Resolution 2020-13
	Sanitary Sewer	\$3200 Per ERU	Resolution 2020-13
Stormwater Rates*			
ERU (Equivalent Residential Unit) = \$2.50 Base Fee. An ERU is each 2,200 SF above 10,000 SF			
Residential		\$2.50 Flat rate	Resolution 2020-13
Commercial / Industrial 10,000 sq ft of impervious area		\$2.50 Monthly Fee / ERU, where the first ERU is equal to 10,000 sq. ft of impervious area; plus \$2.50 Monthly Fee/ERU for each additional 3,000 sq. ft of additional impervious area up to a maximum of 9 additional ERUS (a total monthly maximum of 10 ERUs or \$25.00). Fractions round to the next whole number (i.e., 3.4 rounds to 4).	Resolution 2020-13
Credit A		Up to 30% reduction given for volume/rate control in excess of design storm	Resolution 2020-13
Credit B		Up to 30% reduction given for significant control of offsite runoff	Resolution 2020-13
*Stormwater utility rates only apply to Customers inside the City limits of Crestview.			

Community Recreation and Enrichment Services

Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Spanish Trail Amphitheater	Deposit	\$100	Resolution 2020-13
	Alcohol (Non-profit only may sell alcohol)	\$200	
	0-2 Hours	\$75	Resolution 2020-13
	2-4 Hours	\$150	Resolution 2020-13
	4-8 Hours	\$200	Resolution 2020-13
	8+ Hours	\$300	Resolution 2020-13
	2 Day Rental (1 st day up to 8 hours, 2 nd day all day)	\$400	Resolution 2020-13
Senior Center	Deposit	\$25	Resolution 2020-13
	Per Hour	\$10	Resolution 2020-13
Pavilions / Gazebo (Includes all pavilions at OSTP & Twin Hills and the gazebo at Twin Hills)	All Day	\$10	Resolution 2020-13
Allen Park	Deposit	\$0	Resolution 2020-13
	Per Day	\$25	Resolution 2020-13
Twin Hills Gymnasium	Deposit	\$50	Resolution 2020-13
	Per Hour	\$50	Resolution 2020-13
Library – Conference Room	Deposit	\$25	Resolution 2020-13
	Per Hour	\$10	Resolution 2020-13
All Fields (Twin Hills – Football, Spanish Trail Park & Durrell Lee – Softball/Baseball)	Deposit	\$50	Resolution 2020-13
	Per Hour	\$10	Resolution 2020-13
	Per Hour for Lights	\$25	Resolution 2020-13
All Food/Craft Vendor Spaces	Per Space/120v	\$10	Resolution 2020-13
	Per Space/240v	\$25	Resolution 2020-13
	With Electricity/Water	\$30	Resolution 2020-13
Bleacher Delivery	Each	\$250	Resolution 2020-13
Community Center	Deposit	\$100	Resolution 2020-13
	Alcohol (Non-profit only may sell alcohol)	\$200	
	No Food, 0-4 Hours	\$200	Resolution 2020-13
	No Food, 4-8 Hours	\$300	Resolution 2020-13
	No Food, 8+ Hours	\$400	Resolution 2020-13
	No Food, 2 day rental	\$500	Resolution 2020-13
	Food, 0-4 Hours	\$300	Resolution 2020-13
	Food, 4-8 Hours	\$400	Resolution 2020-13
	Food, 8+ Hours	\$500	Resolution 2020-13
	Food, 2 Day Rental	\$600	Resolution 2020-13
	Before and After Hours (Before 8am or after 10pm)	\$20 per hour	Resolution 2020-13
Warriors Hall	Deposit	\$100	Resolution 2020-13
	Alcohol (Non-profit only may sell alcohol)	\$200	
	0-4 Hours no food	\$100	Resolution 2020-13
	0-4 hours with food	\$200	Resolution 2020-13
	4-8 Hours no food	\$200	Resolution 2020-13
	4-8 hours with food	\$300	Resolution 2020-13
	8+ Hours no food	\$300	Resolution 2020-13
	8 + hours with food	\$400	Resolution 2020-13
	2 Day Rental no food	\$400	Resolution 2020-13
	2 Day Rental with food	\$500	Resolution 2020-13
	Before and After Hours (Before 8am or after 10pm)	\$20 per hour	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Warriors Hall	School Rates: Inside Okaloosa County Per Hour After 8 Hours	\$150 \$25	Resolution 2020-13
	Outside Okaloosa County Per Hour After 8 Hours	\$250 \$25	
	*Up to 8 hours for student related activities ONLY		
	*Outside Okaloosa County Rates would apply for other governmental agencies to include: Chambers, State and Federal functions		
Allen Park Community Center	Deposit:	\$50	Resolution 2020-13
	Deposit with alcohol	\$100	
	No Food 0-4 hours 4-8 hours	\$75 \$125	Resolution 2020-13
	With Food 0-4 hours 4-8 hours	\$100 \$150	Resolution 2020-13
Meeting Rooms	Mtg. Rooms B1 or B2: First 2 hrs. First 4 hrs. Additional Hours Capacity	\$40 \$60 \$25 25	Resolution 2020-13
	Mtg. Rooms B1 & B2: First 2 hrs. First 4 hrs. Additional Hours Capacity	\$40 \$60 \$30 50	Resolution 2020-13
	Mtg. Room C: First 2 hrs. First 4 hrs. Additional Hours Capacity	\$40 \$60 \$30 50	Resolution 2020-13
	* Meeting Room rentals will be unavailable during Community Center Functions		
Penalty for violation of Chapter 58 – Parks and Recreation	“Any person convicted of any violation under this chapter shall be punished...” [See Section 58-3 for full scope of fine]	\$50.00	Resolution 2020-13

Library			
Department and/or Service	Fee Description	Current Rate	Implemented
Membership	Library Cards	1 st Card is Free	Resolution 2020-13
	Replacement Cards	\$2.00	Resolution 2020-13
	Out of County Cards (1 year)	\$35.00	Resolution 2020-13
	Winter Visitor Cards (6 months)	\$20.00 (6 months)	Resolution 2020-13
	Non-Resident Computer Only (6 months)	\$15.00	Resolution 2020-13
	DVDs	\$1.00 per day	Resolution 2020-13
	Telescope	\$5.00 per day	Resolution 2020-13
	Note: Overdue fees may be paid by food donations. (1 can/box goods = \$1.00, up to \$20.00) during the period of Thanksgiving through Christmas. Donated food items benefit local food banks as a part of our Community Outreach each year.		
Service and Convenience Items	Copies (black & white only)	\$0.15 per page	Resolution 2020-13
	Faxes (sending or receiving, except for ACCESS Florida)	\$1.00 per page	Resolution 2020-13
	Jump drives (4GB)	\$7.00 each	Resolution 2020-13
	Earbuds	\$1.00 each	Resolution 2020-13
Miscellaneous Fees	Replaced CD/DVD cases	\$2.00	Resolution 2020-13
	Lost/damaged books	Cost of item or replacement in kind	Resolution 2020-13
	Telescope lost or damaged	\$200.00	Resolution 2020-13
	Miscellaneous Repair or Processing	\$2.00	Resolution 2020-13

Fire Department			
Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Life safety annual permit			
	Automatic fire suppression system	\$65.00	Resolution 2020-13
	Bonfires and outdoor rubbish fires	\$13.00 Cooking fires are exempt	Resolution 2020-13
	Bowling lanes	\$65.00	Resolution 2020-13
	Calcium carbide	\$33.00 (Storage in cylinders or containers)	Resolution 2020-13
	Combustible fibers	\$33.00	Resolution 2020-13
	Compressed gases. Storage, handling or use of compressed gases	\$33.00.	Resolution 2020-13
	Cutting and welding	\$13.00	Resolution 2020-13
	Covered mall buildings	\$65.00	Resolution 2020-13
	Dust explosion prevention	\$33.00	Resolution 2020-13
	Exhibit and trade shows	\$65.00	Resolution 2020-13
	Amusement parks	\$65.00	Resolution 2020-13
	Fire alarm and detection systems	\$65.00	Resolution 2020-13
	Fire pumps and related equipment	\$65.00	Resolution 2020-13
	Fireworks, possession, storage, manufacturer sale or discharge of fireworks	\$65.00	Resolution 2020-13
	Flammable or combustible liquids	\$33.00	Resolution 2020-13
	Flammable finish application	\$277.00	Resolution 2020-13
	Grandstands, folding and telescopic seating, tents and membrane structures	\$65.00	Resolution 2020-13
	LP gas storage, Installation or modification of any LP gas system	\$65.00	Resolution 2020-13
	Operation of any cargo tankers that transport LP gas	\$33.00	Resolution 2020-13
	Lumber yards and woodworking plants Storage of lumber exceeding 50,000 board feet	\$65.00	Resolution 2020-13
	Pesticides and herbicides, storage	\$65.00	Resolution 2020-13
	Private fire hydrants	\$17.00	Resolution 2020-13
	Repair garages and service stations	\$33.00	Resolution 2020-13
	Standpipe systems. Installation, modification, or removal	\$65.00	Resolution 2020-13
	Special outdoor events, carnivals and fairs	\$65.00	Resolution 2020-13
	Tar kettles	\$33.00	Resolution 2020-13
	Carnivals	\$65.00	Resolution 2020-13
	Combustible materials	\$65.00	Resolution 2020-13
	Dry cleaning	\$65.00	Resolution 2020-13
	Hazardous materials	\$65.00	Resolution 2020-13
	Spraying or dipping	\$33.00	Resolution 2020-13
	Places of public assembly	\$65.00	Resolution 2020-13
	Extraordinary fee rate	\$98.00 per hour	Resolution 2020-13
Life safety plan review fees			
	Site Plan or Revised Site Plan	\$20.00	Resolution 2020-13
	Temporary Use Structure / Site Plan	\$25.00	Resolution 2020-13
	Mobile Vendor	\$25.00	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
	Building Plan Review (minimum \$15.00)	\$0.04 per sq ft (minimum \$15) a. First Revision of Building – no charge b. Second Revision of Building – ½ first fee.	Resolution 2020-13
	Fire Protection	a. Sprinkler (up to 25 heads) - \$30.00 b. Sprinkler (more than 25) \$0.25 per head plus - 30.00 c. Revised Sprinkler Plan - \$10.00 d. Standpipe – per riser - \$25.00 e. Underground - \$15.00 f. Fire Pump - \$25.00	Resolution 2020-13
	Pre-engineered System	Hood/Inert Gas - \$30.00	Resolution 2020-13
	Fire Alarm – per system	\$30.00 Revised - \$10.00	Resolution 2020-13
	Fire Flow Test (Hydrant)	\$25.00	Resolution 2020-13

Police Department			
Department and/or Service	Fee Description	Current Rate	Implemented
Note:			
Removing, impounding an immobilization of motor vehicles	Service charge for removal of the immobilization device	\$50.00 (cash or surety bond or other adequate security equal to the amount)	Resolution 2020-13
No Parking	No parking – left wheels to curb (on two-way street)	\$5.00	Resolution 2020-13
	Blocking Fire Hydrant	\$20.00	
	Parking by disabled permit only	\$250.00	
	Parking overtime (limit in authorized zone)	\$5.00	
	Parking over line	\$5.00	
	Designated fire lane*	\$20.00	
	Parking in a designated no parking zone.	\$10.00	
		*If such penalty is not paid within the five working days as above provided, the amount of the civil penalty shall be \$1.00 greater than the amount specified for the parking violation as provided above.	
	*Chapter 86-154, Laws of Florida - additional surcharge	\$5.00	Resolution 2020-13
Parking Violations (upon hearing by judge)	“... If the commission of a violation has been proven, the judge may impose a fine not to exceed...” [See Section 86-44(b) for full scope of fine]	Up to \$250.00, plus court costs.	Resolution 2020-13
Reduction of parking violation penalty	“If an individual who has received a parking violation notice...” [See Section 86-44(c) for full scope of fine]	\$5.00	Resolution 2020-13
Parking Violation Notice Noncompliance	“If any person summoned by a parking violation...” [See Section 86-45(b) for full scope of fine]	\$5.00	Resolution 2020-13
	“Any person who fails to respond to the original ...” [See Section 86-45(c) for full scope of fine]	Up to \$250.00	Resolution 2020-13
Wrecker operator	“Any wrecker operator who does not...” [See Section 86-76(e) for full scope of fee]	\$50.00 each certificate	Resolution 2020-13
Maximum rates for towing and storage.		City council shall establish maximum towing and storage rates for each occurrence or application	
	“... maximum of \$30.00 may be charged to the...” [See Section 86-79 for full scope of fee]	\$30.00 maximum	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Police and fire public safety facilities fee			
	Single dwelling units	\$200.00	Resolution 2020-13
	Commercial structures Industrial/warehousing structures Public assembly/institutional structures	\$200.00 E.D.U. (without a building will be assessed one impact fee per acre (rounded to the nearest tenth acre))	Resolution 2020-13
Refund	When it is determined that no construction has occurred, and the building permit issued for such construction has expired or otherwise been canceled		Resolution 2020-13
Miscellaneous Charges			
	Police Services for Special Events	\$30.00 per hour, per Police Officer.	Fees are charged in accordance with Chapter 119.07(4), Florida Statutes The City of Crestview does not receive any fee for these checks.
	Incident Reports, per page, two sided	\$.20 (not more than 14 inches by 8 1/2 inches)	
	Offense Reports, single sided	\$.15 (not more than 14 inches by 8 1/2 inches)	
	Certified Copies, per copy	\$.20 per page, in addition to any other report fee.	
	Records Checks	\$25.00 by utilizing the Florida Department of Law Enforcement Website.	
	Fingerprints	\$5.00 for city residents \$7.00 for non-city residents *Additional fees paid directly to the Florida Department of Law Enforcement online prior to submittal.	Resolution 2020-13
	Combat Auto Theft (C.A.T.) Registration	Completed online at no cost	Resolution 2020-13
	Police or Fire Alarm Fourth and additional Activation	\$50.00 Per alarm	Resolution 2020-13
	Removing, impounding an immobilization of motor vehicles bearing outstanding citations	\$50.00 service charge	Resolution 2020-13
	Accident or Evidentiary Vehicle Storage Fee	The owner is responsible for the varying tow fees prior to release.	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Animal Control			
	The impound and other fees collected by the animal control authority shall be retained by the authority to assist in offsetting the costs to the city for animal control.	not to exceed \$500.00	Resolution 2020-13
	Surcharge for violations involving animal control or animal cruelty.	\$5.00	Resolution 2020-13
	An individual who contests the violation and after trial is found in violation of the provisions of this chapter, except as provided below, shall be guilty of a civil infraction and punished.	not less than \$50.00 and not more than \$500.00	Resolution 2020-13

Miscellaneous Fees			
Department and/or Service	Fee Description	Current Rate	Implemented
Note: These are fees existing for a variety of items not specifically found under one department. These fees need to be reviewed by all, determined if needed or necessary and adjusted according.			
Fee for telecommunications company occupation of rights-of-way.	“... providing local telephone service, as defined in section 203.012(3), Florida Statutes (2000), in the city...” <i>[See Section 74-10.1(a)(2) for full scope of fee]</i>	\$500.00 per linear mile	Resolution 2020-13
Special fire services facilities fee.	“ In the event that any structure has special fire safety needs...” <i>[See Section 34-25 for full scope of fee]</i>		Resolution 2020-13
Traffic Impact Fees	Ordinance 1662 removed all of these fees. Article V and VI were completely repealed.	TBD at a later date	Resolution 2020-13
Residential and Commercial Solid Waste, Yard Refuse, and Recycling	Disaster Roll-Off Price List Size: 20 CU YD Delivery Charge Pull Charge Rental Per Day	 \$100.00 \$300.00 \$5.00	Resolution 2020-13
	Disaster Roll-Off Price List Size: 30 CU YD Delivery Charge Pull Charge Rental Per Day	 \$100.00 \$350.00 \$5.00	Resolution 2020-13
	Disaster Roll-Off Price List Size: 40 CU YD Delivery Charge Pull Charge Rental Per Day	 \$100.00 \$400.00 \$5.00	Resolution 2020-13
	Single Family Residential Rate with Recycling (18 Gallon Bin)	\$22.95	Resolution 2020-13
	Single Family Residential Rate with Recycling (96 Gallon Bin)	\$25.95	Resolution 2020-13
	Rates for excess or oversized yard waste pick, Scheduling is required	\$20.00 per cubic yard	Resolution 2020-13
	Commercial Non-Dumpster Service	\$27.50/month	Resolution 2020-13
	Commercial Dumpster Service Container Size 2 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$111.28 \$177.62 \$243.96 \$315.67 \$387.34	Resolution 2020-13
	Commercial Dumpster Service Container Size 4 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$206.51 \$301.74 \$403.39 \$503.97 \$604.55	Resolution 2020-13
	Commercial Dumpster Service Container Size 6 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$312.44 \$464.38 \$604.55 \$755.42 \$895.59	Resolution 2020-13

Department and/or Service	Fee Description	Current Rate	Implemented
Residential and Commercial Solid Waste, Yard Refuse, and Recycling	Commercial Dumpster Service Container Size 8 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$392.69 \$577.91 \$762.91 \$949.09 \$1,134.20	Resolution 2020-13
Natural gas utility franchise to the Okaloosa Gas District	Rates as charged by Okaloosa Gas		Resolution 2020-13
Recycling Services	“... per residence shall be assessed for curbside services ...” <i>[See Section 70-44(a) for full scope of fee]</i>	\$1.65 per month	Resolution 2020-13
Article III. – Stormwater Management: Civil & Criminal Penalties	“... criminal penalties. In addition to or as an alternative to any penalty provided in this article ...” <i>[See Section 30-59(b) for full scope of fine]</i>	\$100.00 - \$1000.00	Resolution 2020-13
Article XXIII. – Landscape Development Penalty	<i>[See Section 102-581 for full scope of fines]</i> <i>Sec. 102-581(b)(2) Fine per tree:</i> <i>Tree Diameter 36 inches or greater</i> <i>Tree Diameter 28 to 35 inches</i> <i>Tree Diameter 20 to 28 inches</i> <i>Tree Diameter 13 to 19 inches</i> <i>Tree Diameter 4 to 12 inches</i> <i>Sec. 102-581(b)(1) Maximum Fine:</i>	 Up to \$500 Up to \$400 Up to \$300 Up to \$200 Up to \$100 \$500	Resolution 2020-13
Article XXIV. – Itinerant Vendors Penalty	“Any person or business violating any provision of this article or...” <i>[See Section 102-613 for full scope of fine]</i>	\$500 maximum	Resolution 2020-13
Assessment for law enforcement education	“... all county courts within this county created by Article V of the state constitution, ...” <i>[See Section 46-12(a) for full scope of fines]</i> <i>Per violation of state penal criminal statute or municipal ordinance</i> <i>Per every bond estreatment or forfeited bail bond related to such penal statute or penal ordinance</i>	 \$3.00 \$2.00	Resolution 2020-13



Staff Report

CITY COUNCIL MEETING DATE: May 9, 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, Brian McCallum, Lindsay Garrett, Executive Assistant
DATE: 5/5/2022
SUBJECT: Emergency purchase and replacement of sewer lift station pipe

BACKGROUND:

The City contracts with Jacobs for the operation of Lloyd Street lift station #28 at the old WWTP. This station is the larger of the two primary feeds to the Sewer Waste Water Treatment Plant through a 20 inch force main pipe from Lloyd St. to the new Waste Water Treatment Plant at Arena Rd. The dual 12" suction pipes pull from the wet well to the pump and then the waste is sent through the force main to the WWTP. These dual 12" suction pipes are extremely old and in poor condition and are in need of immediate replacement. If these 12" suction pipes burst or fail, the consequences could be waste backup into residents' homes, in the streets, and any bodies of water. In other words, it could be an environmental disaster.

DISCUSSION:

There are three wet wells at this particular location. The well that we are replacing, the suction pipes, can be shut down and bypassed to the other two wet wells during the repair. We will turn the pump off and install a blowup plug in the wet well, so it does not allow anything in, and sends the waste to the other two wet wells. All three wet wells are connected to the same main pipe.

The materials that need to be purchased to complete this repair have a lead time of approximately 12-14 weeks, increasing the urgency. Once the materials arrive, the repair will take approximately 3-5 days to complete. Jacobs (Major Maintenance Group) will perform these repairs at this lift station.

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

FINANCIAL IMPACT

The total cost will not exceed \$100,000.00. Funding will be transferred from the City contingency funds to WWTP improvement account.

RECOMMENDED ACTION

Staff respectfully requests the approval of the emergency repair project not to exceed the amount of \$100,000.00 to ensure the efficient operation of lift station #28 and prevent a potential environmental disaster occurring from failing equipment.

Attachments

1. Jacobs Proposal



JACOBS
5101 Arena Rd
P.O. Box 1647
Crestview, Florida
Tel 850.682.0829
Fax 850.682.1577

March 7, 2022

Mr. Michael Criddle
Director of Public Services
City of Crestview
Crestview Florida 32536

RE: Capital Improvements for the WWTP 2022-23

Following is a list of capital items for consideration next year. I am available at your convenience to discuss the proposed items.

City of Crestview WWTP

1. Replace Suction Lines at the Llyod St. lift station

Cost Estimate: \$100,000

Justification: The suction lines inside the wet wells are ductile iron and in poor condition. See picture. This is the largest lift station in town with over 1 mgd of flow.

Recommendation: Replace all three suction lines with stainless steel ones.



Pump #1 suction line at Llyod St.



Pump #2 suction line at Llyod St.

If you have any questions on any of these items, please let me know.

Ernie Nolan
Project Manager – Jacobs Crestview

Cc: Kyle Holder – Jacobs
Project file



Staff Report

CITY COUNCIL MEETING DATE: May 9, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief, Jean McCarthy , Joshua Grace
DATE: 5/5/2022
SUBJECT: Police accreditation contract

BACKGROUND:

Crestview Police Department (PD) was accredited by the Commission for Florida Law Enforcement Accreditation, Inc.(CFA) from 2016-2019 for law enforcement policy and procedures such as employment rights, training and Internal Affairs procedures. However, they elected not to renew at the end of that year.

DISCUSSION:

In 2020, the City of Crestview changed from a Mayor-lead to a City Manager form of government. Under new leadership, the Police Department recognized an opportunity to internally address their policies and procedures. The Crestview Police Department is now prepared to be inspected by the CFA in order to regain its accreditation.

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

An annual recurring fee of \$900 which is available in the current year budget.

RECOMMENDED ACTION

Staff respectfully request Council's approval of the attached contract and to direct the Mayor to sign and execute it.

Attachments

1. Crestview PD Agreement March2022



**THE COMMISSION FOR
FLORIDA LAW ENFORCEMENT ACCREDITATION**

LAW ENFORCEMENT AGREEMENT

This Accreditation Agreement is entered into between the **Crestview Police Department**, with principal offices at **201 Stillwell BLVD, Crestview, FL 32539**, hereafter referred to as the “Applicant,” and The Commission for Florida Law Enforcement Accreditation, Inc., a Florida not-for-profit corporation, at P.O. Box 1489, Tallahassee, Florida, 32302, hereafter referred to as the “CFA.”

The Applicant and the CFA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to the CFA by the Applicant hereinafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein.

WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT

- 1.1. The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties to this Agreement (a) by assessing the Applicant’s compliance with the standards established by the CFA in order for the CFA to determine if the Applicant is eligible for accredited status; and, (b) by maintaining compliance with those standards by which they were accredited until the agency is reaccredited.
- 1.2. As it relates to Reaccreditation, the purpose of this Agreement is to maintain the relationships between, and set the continued responsibilities of the parties to this Agreement by the CFA’s assessing the Applicant’s continuing compliance with applicable standards established by the CFA.
- 1.3. The Applicant is responsible for complying with all terms and conditions of this Agreement during the accreditation process.

2. APPLICANT RESPONSIBILITIES

The Applicant agrees to:

- 2.1. Provide all information, using its best and honest judgment in good faith, requested by the CFA.
- 2.2. Provide all documents, files, records, and other data as required by the CFA unless prohibited by law.
- 2.3. Conduct a self-assessment as to the degree of compliance with standards that pertain to agency functions and provide full and accurate results thereof to the CFA.
- 2.4. Appoint one or more persons to assist the CFA's representatives, hereafter referred to as the "Assessors," provide access to files, records, and personnel and provide a workspace and equipment necessary to conduct the assessment.
- 2.5. In order to be considered for accreditation or reaccreditation, the Applicant must send an agency command level representative to appear for review before the CFA at the next general meeting following the Applicant's formal assessment. If an agency representative cannot attend the scheduled meeting, the Applicant may request a continuance of the review to the next scheduled general meeting. If a continuance is granted by the CFA, the Applicant shall appear at the next scheduled meeting. At that meeting:
 - If the Applicant is seeking initial accreditation, the effective date of accreditation (if awarded) will be the date the Applicant's representative appears before the CFA at a scheduled general meeting.
 - If the Applicant is seeking reaccreditation, the effective date of reaccreditation (if awarded) will be the date of the next general meeting following the Applicant's formal assessment.

Any questions regarding this procedure should be brought to the attention of the Applicant's program manager as soon as possible.

3. CFA'S RESPONSIBILITIES

The CFA agrees to:

- 3.1. Provide necessary documentation, forms and instructions regarding the accreditation process.
- 3.2. Develop and maintain specific requirements and prescribed standards for accreditation.
- 3.3. Provide Assessors for the purpose of conducting formal assessments as to the Applicant's compliance with standards.
- 3.4. Promptly analyze all compliance data and advise the Applicant of (a) any need for additional information, or (b) the results of the formal assessment.
- 3.5. Assess all compliance data against the standards and certify the Applicant as accredited if the relevant standards are met and compliance is accepted by the CFA.
- 3.6. If the Applicant is accredited, provide a framed certificate.
- 3.7. Following an examination of compliance with the applicable standards, if the Applicant is not accredited by the CFA, the Applicant will be notified with the reasons for such determination in writing within 30 days.

4. TIME PERIOD COVERED BY THIS AGREEMENT

- 4.1. This Agreement shall take effect when the Applicant's Chief Executive Officer or authorized representative and the CFA's authorized representative sign the Agreement.
- 4.2. The terms and covenants of this Agreement shall terminate:
 - 4.2.1. If the Applicant fails to schedule an assessment within 24 months of signing this agreement; or except as provided in Section 4.3; or
 - 4.2.2. Upon written notice by the Applicant that the Applicant intends to withdraw from the accreditation process; or
 - 4.2.3. Upon termination pursuant to Section 5.2 hereof; or

- 4.2.4. Upon notification pursuant to Section 12, that the Applicant cannot maintain compliance with standards set forth by the CFA; or
 - 4.2.5. Upon failure of the Applicant to pay all fees and costs required by this Agreement; or
 - 4.2.6. Upon expiration or revocation of the Applicant's accredited status.
- 4.3. The Applicant may submit a written request to the CFA to extend the time requirements of this Agreement in order to comply with the relevant standards for accreditation. The CFA, in its discretion, may grant an extension in accordance with the Extension Request Policy. The Commission expects an agency command level representative will attend the Commission meeting to represent the agency.

5. MODIFICATIONS

- 5.1. Applicant shall not make any modifications to this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.
- 5.2. The Applicant recognizes and acknowledges it may be necessary for the CFA to make reasonable modifications and amendments to the Agreement and other related documents, including but not limited to the payment of fees as outlined in Section 6 below, and the accreditation standards and procedures related thereto and hereby agrees to endorse and agree to all such modifications and amendments. Applicant shall be notified of such modifications and/or amendments in writing. In the event the Applicant refuses to comply with any modifications or amendments, the CFA reserves the right to terminate this Agreement by giving notice to Applicant by registered or certified mail, return receipt requested, within twenty 20 days, of such refusal.

6. TIME AND MANNER OF PAYMENT

- 6.1. Payment of fees for agencies pursuing initial full compliance accreditation shall be based upon the fee structure below and must be paid prior to the formal

assessment. The fee structure is based on the number of authorized, sworn law enforcement positions within the agency at the time this Agreement is executed:

<u>NUMBER</u>	<u>FEE</u>
1-9	Donation
10-24	\$450.00
25-99	900.00
100-299	1,800.00
300-499	3,000.00
500+	3,900.00

- 6.2. The Applicant shall be responsible for Assessor costs, including travel, lodging, and per diem paid in accordance with Applicant's travel policy. The Applicant shall not be responsible for any overtime or other salary costs associated with Assessors performing duties in connection with this Agreement.
- 6.3. Applicants pursuing accreditation through the Core Competencies Program or Comparative Compliance, (those applicants currently accredited as Advanced Law Enforcement with the Commission on Accreditation for Law Enforcement Agencies (CALEA)) shall be required to pay a fee to the CFA in accordance with the fee structure below. This fee structure is based on the number of authorized sworn law enforcement positions at the time this Agreement is executed:

<u>NUMBER</u>	<u>FEE</u>
1-9	Donation
10-24	\$300.00
25-99	600.00
100-299	1,200.00
300-499	1,800.00
500+	2,400.00

- 6.4. The Applicant shall be responsible for an annual software maintenance fee for use of the Commission approved accreditation software.
- 6.5. The Applicant agrees any and all fees submitted will be forfeited if the Applicant does not schedule an assessment within two years or withdraws from the process

before the completion unless an extension is granted pursuant to Section 4.3 above.

- 6.6. After the initial accreditation is awarded, the Applicant will be billed annually for their reaccreditation fees. The annual reaccreditation fee, which is not refundable, shall be based upon one third of the fee structure set forth in Section 6.1 for full compliance agencies and Section 6.3 for comparative compliance agencies. The annual payment does not include formal assessment costs, which will be paid in accordance with Section 6.2 of this Agreement.

7. THE CFA AS AN INDEPENDENT CONTRACTOR

In all matters pertaining to this Agreement, the CFA is acting as an independent contractor, and neither the CFA, nor any officer, employee, nor agent of the CFA will be deemed an employee of the Applicant. The selection and designation of the personnel of the CFA as it relates to performance of its responsibilities under this Agreement shall be made by the CFA.

8. WARRANTY NOT INTENDED OR IMPLIED

- 8.1. It is understood the CFA's award of accreditation does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant with all applicable standards of accreditation and further, it is not a substitute for the Applicant's ongoing and in depth monitoring and evaluation of its activities and the quality of its services.
- 8.2. The CFA makes no representations or warranties, expressed or implied, of the benefit of any person or entity with regard to the aspect of the standards contained herein.

9. INTEGRATION

This instrument embodies the whole Agreement of the parties. The parties warrant there are no promises, terms, conditions, or obligations other than those contained

herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby. The terms and conditions of this Agreement shall be binding on the Applicant for the entire accreditation period.

11. CHOICE OF LAW

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with Florida law.

12. MAINTAINING THE APPLICANT'S ACCREDITED STATUS

- 12.1. Upon an award by the CFA of accreditation or reaccreditation, the Applicant agrees to remain in compliance with the Standards Edition under which accreditation or reaccreditation was awarded. New or amended standards are effective upon approval by the CFA; however, unless specified, accredited agencies have one year to achieve compliance with new or revised standards. The Applicant must demonstrate compliance with new and amended standards at its next formal assessment following the approval date of such standards.
- 12.2. After an award of accreditation, the Applicant is required to
 - File a brief annual report that certifies continuing standards compliance on a form provided by the CFA and
 - Promptly notify the CFA if circumstances exist that threaten noncompliance with standards under which the Agency was accredited.
- 12.3. If the CFA determines reasonable grounds exist to believe an agency is not in compliance with the standards under which accreditation was awarded, the CFA may require an immediate assessment at any time during the Applicant's

accreditation period at the expense of the Applicant. If the assessment demonstrates the Applicant is not in compliance with the standards under which it was accredited, the CFA may take action regarding the Agency's accredited status as the CFA deems appropriate, up to and including revocation of accreditation.

- 12.4. If the Commission becomes aware of events, circumstances or external criminal justice investigations that cause significant concerns regarding the agency's ability to comply with standards, the Commission has the right to defer the agency's assessment or review to a later date selected at the discretion of the Commission.
- 12.5. If such events, circumstances or external criminal justice investigations result in causing substantial doubts of the agency's compliance with standards, the Commission has the right to revoke the agency's accreditation.

13. WAIVER

Any waiver by the CFA of any breach of this Agreement by the Applicant shall relate only to that particular breach and shall not amount to a general waiver.

14. NOTICE

Any notice between the parties shall be in writing to the addresses as specified in the preamble to the Agreement or to such other address as either party may specify in writing in accordance with this section.

15. HEADINGS

The headings to this Agreement shall not be deemed part of it and shall not in any way affect its construction.

16. CONSENT TO BE BOUND

- 16.1. The Applicant's Chief Executive Officer or designee has read and agrees to be bound by the Standards set forth by the CFA.

- 16.2. All disputes arising under this Accreditation Agreement pertaining to the enforcement, execution, or any other actions, relative to this Agreement or any other standard, rule, or regulation of the CFA pertaining to the accreditation process and the maintenance of accreditation thereafter that cannot be resolved informally between the CFA and Applicant shall be resolved through voluntary binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Both parties agree the location of the proceedings will be determined by the party not instituting the request for binding arbitration.
- 16.3. The person signing on behalf of the Applicant hereby represents and warrants he/she has the power and the authority to execute this Agreement and to bind the Applicant to all terms and conditions set herein including, but not limited to, the provisions of this Section 16.

IN WITNESS WHEREOF, the Applicant has caused this Agreement to be executed on this _____ day of _____, _____.

Signature of Chief Executive Officer

Signature of other civil authority (if required)

Printed Name

Printed Name

Title of Chief Executive Officer

Title of other civil authority

IN WITNESS WHEREOF, the CFA has caused this Agreement to be executed by its Executive Director, Danielle Terrell, on this _____ day of _____, _____.

Signature of Danielle Terrell
Executive Director

The Commission for Florida Law Enforcement Accreditation, Inc.



Staff Report

CITY COUNCIL MEETING DATE: May 9, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 5/5/2022
SUBJECT: Affordable Housing RFP Nomination

BACKGROUND:

Since early 2020 the City of Crestview has taken an aggressive approach toward the removal of blight and unsafe structures within the City. Utilizing Code Compliance and the Building Division, the City is actively pursuing the goal of raising the minimum housing standard within the City, especially for low- and moderate-income (LMI) citizens of the City.

An element of this pursuit is the creation of new affordable housing opportunities within the City's areas of need. The City owns approximately 1.1 acres of property on West Field Avenue and West Bowers Avenue. It is the desire of the City for this area to be developed as an affordable housing development, in pursuit of the above goals.

DISCUSSION:

To contribute to the aforementioned goals, the City has put out a Request for Proposal (RFP) for Affordable Housing Development Concepts. The idea behind this RFP is not to review and approve specific plans for development on this property, but to be provided an overall conceptual plan that may include any of the following, as applicable:

- Preliminary/Conceptual Design
- Design characteristics (number of units, planned amenities, etc.)
- Target Demographic and/or Marketing Information
- Property Management Plan/Methods
- Ability to coordinate civil and architectural design of the site, and secure any required permits

A pre-bid Question and Answer meeting was conducted for prospective applicants on March 30th. The Bid Opening will be June 1st, at 2:00 p.m., the Bid Selection Committee will meet to rank the proposals on June 8th at 2:00 p.m., and the top selections will present their proposals to the City Council for selection at the June 13th Council Meeting.

The Bid Committee is to be comprised of one member of the City Council, two city staff members, one citizen of Crestview, and one member of the Planning and Development Board.

The Planning and Development board nominated board member Michael Gilbert to serve on the committee. From staff, we are presenting both myself, and Jordan Davis from the Building Permits division. We are currently seeking out a citizen volunteer to serve on the committee as well, but have not secured one yet.

GOALS & OBJECTIVES

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

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no inherent financial impact imposed by selection of a proposal via this RFP. Upon selection, the City Council will direct staff to write a contract outlining the relationship between the City and the selected, which is when financial impacts will be measured and considered.

RECOMMENDED ACTION

Staff recommends appointment of the previously mentioned individuals to the bid committee for this RFP.

Attachments

1. RFP - Affordable Housing Development Concepts

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-05-04

PROPOSAL FOR AFFORDABLE HOUSING DEVELOPMENT CONCEPTS



City of Crestview, Florida
March 24, 2022 (**Amended 3/31/22**)

Maryanne Schrader, City Clerk
Phone (850) 682-1560
Facsimile (850) 682-8077
PO Box 1209/198 Wilson Street N
Crestview, Florida 32536

Changes noted in red with strikethroughs

NOTICE TO PROPOSERS

The City of Crestview, Florida (City), is accepting sealed competitive submittals to provide Proposals for Affordable Housing Development Concepts. It is the intent of the City to select a developer to partner with for the purpose of developing an affordable housing development. Upon receipt of responses to this proposal, the City will select one developer. The work to be performed may include, but is not limited to, design, construction, management, and operations of an affordable housing development, to include all required development and permitting processes for the City as well as all other applicable local, state, and federal agencies.

Proposals must be received by the City Clerk's Office at the City of Crestview, 198 Wilson St. N/PO Box 1209, Crestview, Florida 32536, in a sealed envelope clearly marked **“RFP No. 22-05-04, “PROPOSAL FOR AFFORDABLE HOUSING DEVELOPMENT CONCEPTS,” along with the name, return address, and telephone number of the organization submitting the proposal**, no later than 2:00 p.m. Central Time, on Wednesday, ~~May 4, 2022~~, **June 1, 2022** at which time they will be opened and identified aloud. There will be a mandatory Pre-Bid meeting on Wednesday, March 30, 2022, at 2:00 p.m. (CST) in the City Council Chambers at City Hall, 198 Wilson St. N., Crestview FL, 32536, this meeting will be used to answer any questions.

Maryanne Schrader, City Clerk
Phone (850) 682-1560
PO Box 1209/198 Wilson Street N
Crestview, Florida 32536

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSALS (RFP) NO. 22-05-04 PROPOSAL FOR AFFORDABLE HOUSING DEVELOPMENT CONCEPTS

I. PURPOSE – The purpose of RFP No. 22-05-04 is to secure sealed proposals for “PROPOSAL FOR AFFORDABLE HOUSING DEVELOPMENT CONCEPTS.”

II. SCOPE OF WORK

Background

Since early 2020 the City of Crestview has taken an aggressive approach toward the removal of blight and unsafe structures within the City. Utilizing Code Compliance and the Building Division, the City is actively pursuing the goal of raising the minimum housing standard within the City, especially for low- and moderate-income (LMI) citizens of the City.

An element of this pursuit is the creation of new affordable housing opportunities within the City’s areas of need. The City owns approximately 1.1 acres of property on West Field Avenue and West Bowers Avenue:



It is the desire of the City for this area to be developed as an affordable housing development, in pursuit of the above goals.

Requirements

The proposal is to include the following information.

- Information regarding the ownership, officers of, and organizational hierarchy of the applying organization and any parent organizations
- Qualifications and experience of the organization in regard to projects of a similar size, scope, or nature
- A list of previous clients or examples of previous projects that were completed successfully
- The organization shall demonstrate the ability to:
 - Coordinate civil and architectural plans for the site
 - Select contractor and oversee construction
 - Ensure compliance with all applicable City, County, State, or Federal codes and laws required for development
 - Coordinate the process for a Development Order and Building Permits through the City
 - Coordinate any additional required permits from county or state regulatory agencies
 - Develop and ensure compliance with a development schedule listing important milestones and dates
- Willingness to submit to a financial review
- A narrative outlining the overall concept for a development on the aforementioned property. Such narrative may include:
 - Potential number of and type of dwelling units
 - Target demographic of residents
 - Examples of property management methods employable for the provided type of development
 - Conceptual site plans or architectural plans

III. TERMS AND CONDITIONS

These negotiations will conform to local and state law.

IV. SUBMITTAL FORMAT

The Submitted proposals **SHALL** be submitted in the format described below.

1. Letter of interest

- a. An individual authorized to legally bind the organization shall sign the transmittal letter. The letter shall include the organization's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific

statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address, and telephone number of the individual authorized to respond to the City about the confidential nature of the information.

- b. Specific Professional services to be offered - delineate each service the organization offers.

2. Table of Contents

3. Joint Ventures, Background Information & Business Credentials

- a. Name, address, telephone number, fax number, and e-mail address of the organization including all d/b/a's or assumed names or other operating names
 - b. Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the organization's performance under the terms of this RFP.
 - c. Local office address and phone number (if any)
 - d. Employment personnel profile
 - e. Joint venture information/previous experience. Organizations submitting proposals as a joint venture shall submit to the City, as part of proposals, a copy of any joint venture agreement.
 - f. Registration – disclose the State of Florida licensing/registration qualifications of the organization's personnel and business office. Provide copies of same.
4. The organization shall prepare an **executive summary** and overview of the services it is offering, including all of the following information.
- a. Statements demonstrating that the organization understands and agrees with the terms and conditions of the RFP
 - b. Statements through which the organization certifies that the contents of the proposal are true and accurate
 - c. An overview of the organization's plans for providing the necessary services to the City
 - d. An explanation as to why the organization should be awarded this engagement

5. **Areas of Expertise** – Provide a list of the organization’s area(s) of expertise. Include a listing of projects verifying the same. Organizations **will not** have to have expertise in all areas to be considered. The organization must provide the following information regarding its experience.
- a. Number of years in business
 - b. Number of years’ experience with providing the types of services sought by the RFP to include the number of professionals specializing in project planning, design, and implementation
 - c. Describe the level of technical experience in providing the types of services sought by the RFP.
 - d. Describe any significant changes in organization, focus, or leadership for the past 10 years and whether any changes are anticipated in the near future.
 - e. Describe any investigative, disciplinary, or enforcement actions pending against the organization and information on any such investigations resulting in the enforcement or disciplinary action against the organization since January 2005.
6. **Specific Accomplishments** – Provide a listing of completed projects with a description of the work performed by the organization that is representative of the type of work proposed under this Request for Proposal/Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on City projects.
7. **Organization’s projects** – (List as many projects as necessary to adequately describe the organization’s experience.) Include the name and telephone number of the Owner’s Representative or Contact. Be especially careful to provide current names, current contact information, including email of owner’s representatives to be contacted by the City.
8. **Project Management Organization** – Provide information for all key personnel who will be involved in providing the services contemplated by this RFP. Include only those who will be assigned to this account and indicate the day-to-day contact person or persons. The following information must be included.
- a. Full name
 - b. Education, licenses, registrations

- c. Years of experience and employment history particularly as it relates to the scope of services specified herein
 - d. Expected role in the City's transactions
9. **References** – List three (3) references representative of related past experience to include, as a minimum, a contact person, company name, phone number, and a brief description of the project.
10. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the organization. The material must be pertinent to the proposal but not be otherwise requested in the Request for Proposal/Qualifications.
11. **Conflict of Interest Disclosure Form** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the City of Crestview, or any of its agencies (Attachment #3).

Furthermore, all respondents must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the organization or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the City Clerk of the City of Crestview, if he is an officer or employee of the City, disclosing his or spouse's or child's interest and the nature of the intended business.

NOTE: FOR THE PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

12. **Public Entity Crime Form** – Each Bid shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

NOTE: FOR THE PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

13. **Drug-Free Workplace Certification** – Preference shall be given to organizations with drug-free workplace programs included as Attachment #2. Whenever two or more

proposals that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from an organization that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

NOTE: FOR THE PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

14. **Liability & Indemnification Form** – To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY, its officers, and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Agreement included as Attachment #4.

NOTE: FOR THE PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

15. **Insurance Requirements** – During the performance of services under this agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage), Professional Liability and Workers' Compensation insurance. Such coverage shall adequately protect the interest of the CITY with regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this agreement. Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence for personal injury, bodily injury, and property damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or complete operations, Contractual Liability and Broad Form property damage endorsements. CONSULTANT shall furnish the CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled, or coverage reduced without at least 30 days written notice to the CITY.

All coverage shall be with carriers admitted doing business in the State of Florida. All insurance policies shall be issued from a company or companies with a Best Ratings of no less than A. The Commercial General Liability and Business Automobile policies shall name City of Crestview, Florida as an Additional Insured. Further, the Workers' Compensation policy shall contain a waiver of subrogation in favor of the CITY. City of Crestview, Florida shall be listed as the Certificate Holder on all certificates. Specific endorsements will be requested depending upon the type and scope of work to be performed.

CITY reserves the right to modify its insurance requirements with 60 days' notice to the CONSULTANT.

16. **Acceptance of Terms and Conditions** – The organization shall specifically agree that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the organization objects to any term or condition, the organization must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the organization.
 17. **Certification of Independence and No Conflict of Interest** – The organization shall sign and submit with the proposal the document included as Attachment #5 in which the organization shall certify that it developed the proposal independently. The organization shall also certify that no relationship exists or will exist during the contract period between the organization and the City that interferes with fair competition or is a conflict of interest. The City reserves the right to reject a proposal or cancel the award if, at their discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the City.
- NOTE: FOR THE PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.**
18. **Authorization to Release Information** – The organization shall sign and submit with the proposal the document included authorizing the release of information to the City.
 19. **Firm Proposal Terms** – The organization shall guarantee in writing the availability of the services offered and that all proposal terms will remain firm a minimum of 90 days following the deadline for submitting proposals.
 20. **Proposal Form** – The Proposal Form submitted should contain all the mandatory information required in this RFP. Any additional information submitted in support of the Bid shall follow the required information.
 21. **Public Access** – The selected organization will be required to have on file with the City a Public Access form for the maintaining of public records

NOTE: FOR THE PROPOSER'S CONVENIENCE, THIS FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

Sealed Submittal Packages. All Proposals to be considered must be in the possession of the City Clerk no later than 2:00 p.m. Central Time, on Wednesday May 4, 2022, at which time they shall be opened publicly and identified aloud in the City of Crestview, City Hall Council Chambers, 198 Wilson St. N, Crestview, Florida. Proposals may be mailed or delivered to the Office of the City Clerk at the address above. An original and one (1) digital copy of the proposal shall be submitted in a sealed envelope clearly

marked “**RFP No. 22-05-04, PROPOSAL FOR AFFORDABLE HOUSING DEVELOPMENT CONCEPTS,**” along with the name, return address, and telephone number of the proposer, and note the time and date of the opening. All copies, including the digital, must be in the sealed envelope. Emailed copies will not be accepted. Each proposer shall be responsible for their proposal being delivered on time. Proposals offered or received after the time set for the Proposal Opening shall be rejected and returned unopened to the proposer. The City of Crestview Selection Committee will then review all proposals and forward their recommendation to the City Council for award.

MAILING AND HAND-DELIVERY ADDRESS:

City of Crestview
ATTN: City Clerk
PO Box 1209
198 Wilson Street N
Crestview, Florida 32536

22. Notification. Questions or requests for proposal documents, regarding RFP No. 22-05-04 may be directed to the individuals below:

Maryanne Schrader
City Clerk, City of Crestview
PO Box 1209/198 Wilson St. N
Crestview, Florida 32536
Voice: (850) 682-1560
Fax: (850) 682-8077
Email: cityclerk@cityofcrestview.org

22. Responsive Proposals. Only those proposals fulfilling all requirements outlined in this RFP will be considered.

V. EVALUATION CRITERIA

The City intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The City will use a Bid Selection Committee to review and evaluate the proposals for compliance with the RFP.

The Bid Selection Committee will evaluate and rank all proposals meeting the minimum submission requirements based on professional qualifications and experience. The following considerations will be used as a guide to rank organizations as having the best applicable professional qualifications and experience: The Bid Selection Committee will provide the rankings to the City Council accompanied with recommendations.

The evaluation will be based on the criteria below. Each submittal will be eligible for a total of 100 points weighted in accordance with the percentages provided. Each committee member will score each section 0 to 5 with 5 being the highest score. The provided score accounts for the assigned percentage of the total score. The scoring sheet to be used by the committee is provided herein.

25% – Project Concept and Design

- Concept targeted toward and suitable for low-income residents
- Concept supports the goal of raising the minimum housing standard in the City
- Preliminary concepts, design sketches, site layouts, and/or landscaping plans
- Concept enhances and complements the surrounding neighborhood

25% – Qualifications and Experience

- Background experience and expertise of the organization and individual team members
- Experience developing and managing affordable housing projects similar to the concept proposed

20% – Financial Feasibility

- Organization exhibits financial responsibility
- Proposed sources of project funding

20% – Recommendations

- Reputation
- Competence
- Organization's capability to meet schedules
- Ability to meet time and budget requirements

5% – Local – Primary Offices in:

- Santa Rosa/Walton/or Escambia Counties (1 pt.)
- Okaloosa County (3 pts.)
- City of Crestview (5 pts.)

5% – Women/Minority Owned Business

- Yes (5 pts.)
- No (0 pt.)

VI. SELECTION OF PROPOSALS

This section describes the evaluation & ranking process that will be used to determine which proposal provides the greatest benefits to the City. The evaluation & ranking process is designed to award the contract to the organization with the best combination of attributes to perform the required services.

- A. The Bid Selection Committee will consist of the following:
 - a. One (1) member of the City Council
 - b. Two (2) city staff members
 - c. One (1) member of the Planning and Development Board
 - d. One (1) citizen of the City of Crestview
- B. The Bid Selection Committee will evaluate all proposals received as follows:
 - a. Prepare an alphabetical listing of those proposers determined to be interested, responsive, and available
 - b. Evaluate the proposals meeting minimum submission criteria based upon the six criteria provided above. Each committee member will review the provided material and score each submittal independently. Committee members may not speak to each other or any organization which has submitted a proposal except at the committee meeting or during organization presentations.
- C. At the designated time, the committee members will independently submit their evaluation form to the City Clerk.
- D. The City Clerk will combine the scores for review by the committee at the scheduled meeting.
- E. During the committee meeting the members will discuss the scores and determine final rankings. At this time, the committee will determine if presentations are necessary and which organizations will be invited. It is advised that the committee discuss any questions they would like respondents to be prepared to answer.
- F. Proposers selected for the shortlist may be required to make a brief (30-45 minute) oral presentation to the City Council in open session(s) followed by questions from the committee. Proposers selected to make presentations will be notified in writing in

advance of the presentation date. At the conclusion of the presentations, the committee will rank each organization's presentation. Which will be added to the original score accounting for 50% of the total score.

- G. The City of Crestview intends to select one organization for the purposes of this contract.
- H. Upon approval of the agreement by the City Council, the parties shall execute a formal written agreement prior to commencement of the work associated with the contract.

VII. RIGHT TO WAIVE AND REJECT

- A. The City of Crestview, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Bid Selection Committee, to complete or perform a City contracted project in a timely fashion or has failed in any other way to perform a prior contract in a satisfactory manner, and has directed the City Clerk to emphasize this condition to potential proposers.
- B. The City reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of City of Crestview, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. City of Crestview shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The City Council reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.
- D. The City Council specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposed separately, and no attempt is to be made to tie any item or items to any other item or items.

VIII. DISQUALIFICATION OF PROPOSERS

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals.

- A. More than one proposal for the same work from an individual, organization or corporation under the same or different name

- B. Evidence that the proposer has a financial interest in the organization of another proposer for the same work
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals
- F. Default under previous contract
- G. The Bid Selection Committee, in its absolute discretion, may reject any proposal from a proposer that has failed, in the opinion of the Board, to complete or perform a City of Crestview contracted project in a timely fashion or has failed in any other way, to perform a prior contract in a satisfactory manner, and has directed the City of Clerk to emphasize this condition to potential proposers.
- H. The engagement of certain professional services, including those required by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.
- I. **Public Entity Crime Information** – 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to a public entity, may not be awarded or perform work 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, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
- J. **Discrimination** – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier,

subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

ATTACHMENT #1

CITY OF CRESTVIEW, FLORIDA

**REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS**

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____

2. This sworn statement is submitted by _____

_____ whose business address is _____

_____ and (if applicable) Federal Employer Identification Number

(FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the

individual signing this sworn statement: _____

3. My name is and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 (please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list (please attach a copy of the final order).

_____ The person or affiliate has not been placed on the convicted vendor list (please describe any action taken by, or pending with, the Department of General Services).

(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical appearance or ☐ online notarization, this _____ day of _____ 20____, by _____ who is personally known to me or has produced _____ as identification.

Notary Public

My Commission expires:

ATTACHMENT #2

CITY OF CRESTVIEW, FLORIDA

**REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS**

DRUG-FREE WORKPLACE CERTIFICATION

The below signed bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this organization complies fully with the above drug-free workplace requirements.

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

ATTACHMENT #3

CITY OF CRESTVIEW, FLORIDA

**REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS**

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO _____

If YES, please describe:

ORGANIZATION NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE: _____

E-MAIL: _____

ATTACHMENT #4

CITY OF CRESTVIEW, FLORIDA

**REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS**

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Company Name

Authorized Signature

Physical Address

Name (printed)

Mailing Address

Title

Phone Number

Fax Number

Cellular Number

After-Hours Number(s)

Email address

Date

ATTACHMENT #5

CITY OF CRESTVIEW, FLORIDA

**REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the Request for Proposals for RFP No. 22-05-04-PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other organization or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other organization.
4. No attempt has been made or will be made by (Name of Organization) to induce any other organization to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Organization) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Name and Title

ATTACHMENT #6

CITY OF CRESTVIEW, FLORIDA

**REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS**

PUBLIC ACCESS FORM

_____, as Proposer, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law
- c. 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 this contract if Contractor does not transfer the records to the public agency, and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If proposer has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:

City Clerk, City of Crestview
198 Wilson Street N
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org

- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Signature



Staff Report

CITY COUNCIL MEETING DATE: May 9, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 5/5/2022
SUBJECT: Conceptual Plat - Lantern Ridge Subdivision - Unit Three

BACKGROUND:

On August 2nd, 2021, staff received the initial submittal for the Lantern Ridge Subdivision - Unit 3. Staff provided comments on the initial submittal, and the first resubmittal was received in response on March 11th, 2022. The conceptual plat for this subdivision was provided along with the first resubmittal.

DISCUSSION:

The conceptual plat shows 23 platted lots proposed on a 13.99 acre parcel fronting Valley Road. Upon review of the latest civil plans and the conceptual plat, staff has determined that all major technical comments have been addressed and that the general layout of this subdivision will remain largely unchanged following any additional technical comments that are made.

A traffic impact analysis has been received by Public Services, and upon their determination, a Memorandum of Understanding may be required for traffic improvements if deemed necessary.

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

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This item will have no immediate impact on the City budget, with future impacts including maintenance costs for roadways and utilities, and future revenue includes impact fees, utility billing, and an increased tax base for the City.

RECOMMENDED ACTION

Staff respectfully requests approval of the conceptual plat for Lantern Ridge Subdivision - Unit 3.

Attachments

1. 12_Conceptual Plat

LANTERN RIDGE SUBDIVISION UNIT THREE

A RESIDENTIAL SUBDIVISION IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA

County Commissioners Approval:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, AND WAS APPROVED FOR THE RECORD ON THIS _____ DAY OF _____, 2022.

CHAIRMAN _____	MEMBER _____
MEMBER _____	MEMBER _____
MEMBER _____	

Statement By Okaloosa County:

THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS HAS NOT ACCEPTED ANY ROADS, EASEMENTS, PARKS OR DRAINAGE STRUCTURES OR EASEMENTS SHOWN ON THIS PLAT OTHER THAN UTILITY EASEMENTS AND UTILITY STRUCTURES. THESE IMPROVEMENTS WILL NOT BE ACCEPTED BY THE BOARD UNLESS AND UNTIL THE PROVISIONS OF SECTION 6.01.053 (THE LAND DEVELOPMENT CODE) HAVE BEEN COMPLETED AND COMPLIED WITH.

County Engineer's Approval:

PRESENTED TO AND APPROVED BY THE COUNTY ENGINEER OF OKALOOSA COUNTY, FLORIDA, THIS _____ DAY OF _____, 2022.

EDWIN SANGUYO, P.E.
COUNTY ENGINEER

County Surveyor's Certificate:

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

CLAYTON JOHNSON, PROFESSIONAL LAND SURVEYOR AND MAPPER NO. 7178
COUNTY LAND 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

County Clerk Certificate of Recording:

J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2022 IN PLAT BOOK _____ PAGE _____

J.D. PEACOCK II
CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA

Surveyor's Certificate:

STATE OF FLORIDA, COUNTY OF OKALOOSA

I, ALLEN E. TUCKER, DO HEREBY CERTIFY THAT A SURVEY OF THE LANDS WITHIN THE BOUNDARY OF THIS PLAT HAS BEEN MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED AND THAT THE SURVEY COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES; THAT P.R.M.'S HAVE BEEN SET AS SHOWN AND THAT P.C.P.'S WILL BE SET AS SHOWN AT SUCH TIME WHEN IMPROVEMENTS ARE COMPLETE OR WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

ALLEN E. TUCKER, PROFESSIONAL LAND 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

PREPARED BY:

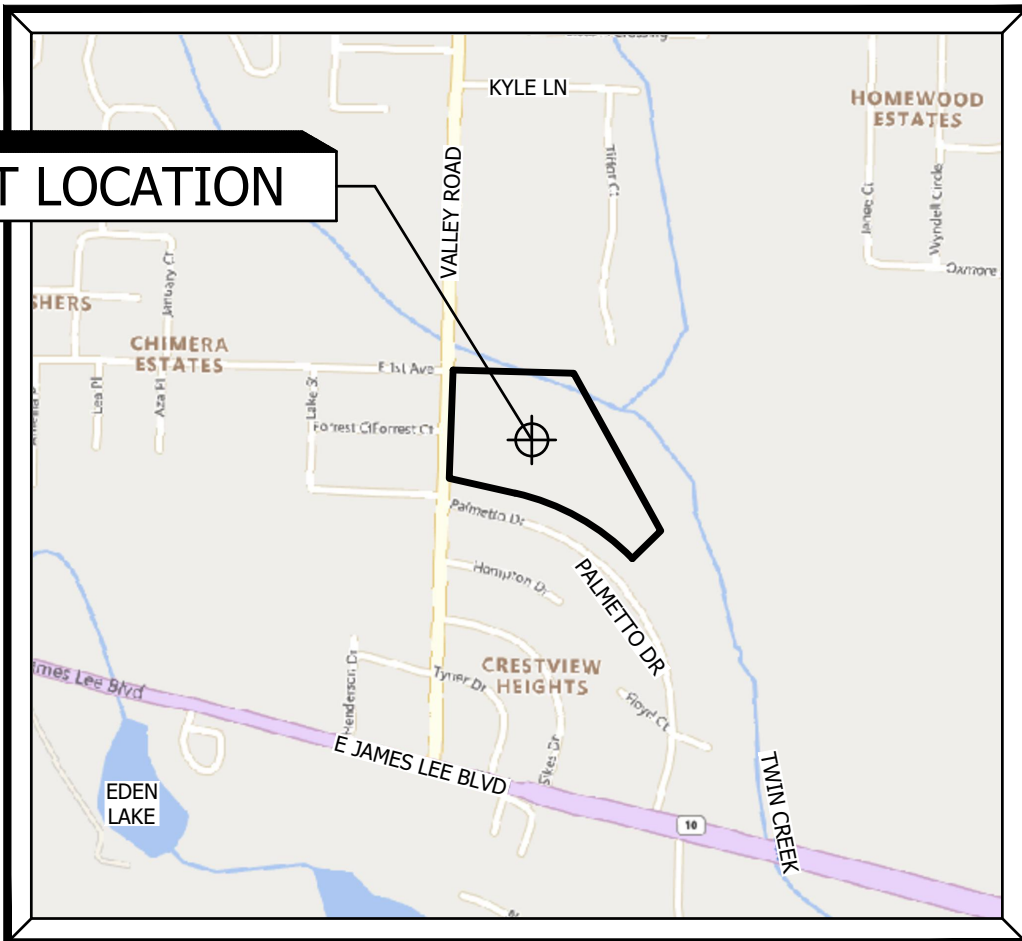


Gustin, Cothern & Tucker, Inc.
Land Surveying & Mapping
121 Hart Street Niceville, FL 32578 (850) 678-5141

LANTERN RIDGE SUBDIVISION UNIT THREE

SHEET 1 OF 3

PROJECT LOCATION



Vicinity Map

NOT TO SCALE

Dedication:

KNOW ALL MEN BY THESE PRESENTS THAT JOHN B. ROGERS, KELLIE L. WILSDORF, AND HUEY L. GRANT, UNDER THE LAWS OF THE STATE OF FLORIDA AND AS OWNERS OF THE LANDS HEREON PLATTED AS "LANTERN RIDGE SUBDIVISION UNIT THREE," DO HEREBY DEDICATE AND CONVEY IN FEE SIMPLE, ALL RIGHT-OF-WAYS, RETENTION AREAS AND COMMON AREAS AS SHOWN HEREON, TO THE PUBLIC. FURTHERMORE, JOHN B. ROGERS, KELLIE L. WILSDORF, AND HUEY L. GRANT, DO HEREBY GRANT A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, AND REPAIR OF VARIOUS UTILITIES, INCLUDING, BUT NOT LIMITED TO CHOCTAWHATCHEE ELECTRIC COOPERATIVE, CENTURYLINK, COX COMMUNICATIONS, GULF POWER, OKALOOSA GAS DISTRICT, AND CRESTVIEW WATER, OVER THE RIGHTS-OF-WAY, COMMON AREAS, AND EASEMENTS AS SHOWN HEREON. JOHN B. ROGERS, KELLIE L. WILSDORF, AND HUEY L. GRANT, DO HEREBY REQUEST THAT THIS PLAT BE RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

JOHN B. ROGERS, OWNER

KELLIE L. WILSDORF, OWNER

HUEY L. GRANT, OWNER

Acknowledgment to Dedication:

STATE OF FLORIDA, COUNTY OF _____

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2022 BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED JOHN B. ROGERS, OWNER, 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 OWNER, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS HIS FREE ACT AND DEED.

NOTARY PUBLIC, STATE OF FLORIDA, COUNTY OF OKALOOSA

MY COMMISSION EXPIRES: _____

Acknowledgment to Dedication:

STATE OF FLORIDA, COUNTY OF _____

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2022 BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED KELLIE L. WILSDORF, OWNER, 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 OWNER, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS HER FREE ACT AND DEED.

NOTARY PUBLIC, STATE OF FLORIDA, COUNTY OF OKALOOSA

MY COMMISSION EXPIRES: _____

Acknowledgment to Dedication:

STATE OF FLORIDA, COUNTY OF _____

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2022 BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED HUEY L. GRANT, AS OWNER, 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 OWNER, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS HIS FREE ACT AND DEED.

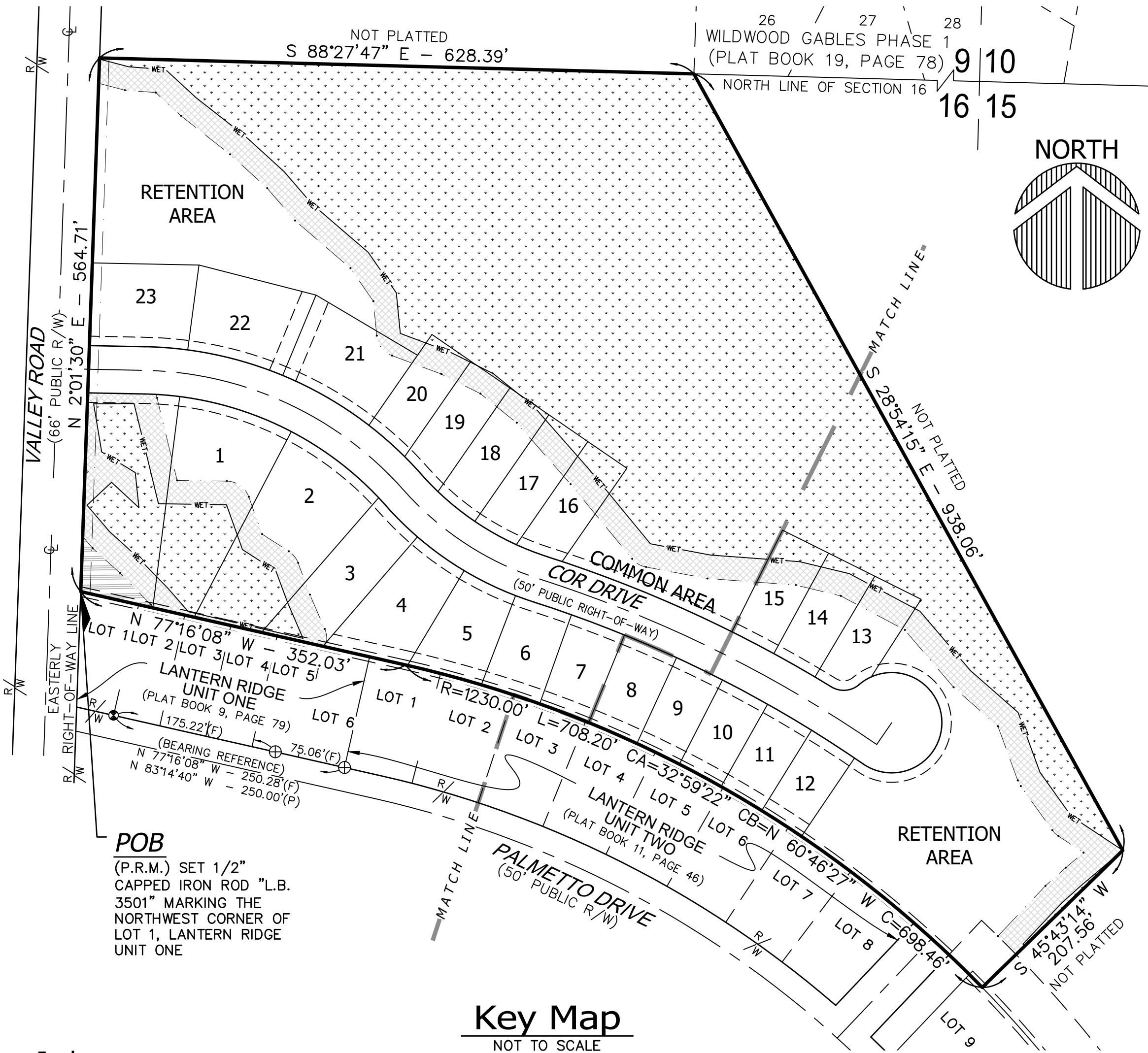
NOTARY PUBLIC, STATE OF FLORIDA, COUNTY OF OKALOOSA

MY COMMISSION EXPIRES: _____

Title Certification:

THE UNDERSIGNED LAND TITLE COMPANY, LICENSED IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT TITLE TO THE LANDS DESCRIBED HEREON IS IN THE NAMES OF THE DEDICATORS AS SHOWN HEREON AND THAT THERE ARE NO UNSATISFIED MORTGAGES ON THE LAND.

JASON MOULTON, MOULTON LAND TITLE, INC.



Key Map

NOT TO SCALE

Index:

SHEET 1 = SIGNATURE PAGE
SHEET 2 = MAP OF SUBDIVIDED LANDS
SHEET 3 = MAP OF SUBDIVIDED LANDS

Legal Description (As Written):

A PARCEL OF LAND, LYING IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA, BEING SITUATED EAST OF VALLEY ROAD, AND NORTH OF LANTERN RIDGE SUBDIVISION UNIT ONE (PLAT BOOK 9, PAGE 79) AND LANTERN RIDGE SUBDIVISION UNIT TWO (PLAT BOOK 11, PAGE 47); SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1 OF SAID LANTERN RIDGE SUBDIVISION UNIT ONE, SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID VALLEY ROAD (66 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE DEPARTING SAID NORTHWEST CORNER, PROCEED N 02°01'30" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 564.71 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 88°27'47" E, A DISTANCE OF 628.39 FEET; THENCE S 28°54'15" E, A DISTANCE OF 938.06 FEET; THENCE S 45°43'14" W, A DISTANCE OF 207.56 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 9 OF THE AFORESAID LANTERN RIDGE SUBDIVISION UNIT TWO, SAID POINT LYING IN A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1230.00 FEET; THENCE ALONG SAID CURVED NORTHERLY LINE OF LOTS 1-9 OF SAID UNIT TWO SUBDIVISION, THROUGH A CENTRAL ANGLE OF 32°59'22", AN ARC DISTANCE OF 708.20 FEET, (CHORD BEARING = N 60°46'27" W, CHORD = 698.46 FEET) TO A POINT ON THE NORTHERLY LINE OF LOT 1 OF THE AFORESAID LANTERN RIDGE SUBDIVISION UNIT TWO; THENCE CONTINUE N 77°16'08" W ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF LOTS 1-6 OF THE AFORESAID LANTERN RIDGE SUBDIVISION UNIT ONE, A DISTANCE OF 352.03 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 13.99 ACRES, MORE OR LESS.

Surveyor's Notes:

- BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTHERLY RIGHT OF WAY LINE OF PALMETTO DRIVE, SAID LINE BEARING N 77°16'08" W, AS DETERMINED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 BASED ON NATIONAL GEODETIC CONTROL NETWORKS AND CONTINUOUSLY OPERATING REFERENCE STATIONS.
- CAPTIONS WHICH APPEAR OUTSIDE THE PLATTED SUBDIVISION ARE FOR CONVENIENCE ONLY. NO CONVEYANCE OR PROMISE TO CONVEY ANY LANDS OR ANY INTEREST IN LANDS OUTSIDE THE SUBDIVISION IS INTENDED OR IMPLIED.
- THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ALL LOT CORNERS SHOWN ON THIS PLAT HAVE BEEN SET IN THE FIELD WITH CAPPED IRON RODS OR PERMANENT CONTROL POINTS (NAIL & DISC.) MARKED CORPORATION NUMBER 3501.
- LINE EXTENDING FROM CURVED LINES ARE NON-RADIAL UNLESS OTHERWISE SHOWN.
- 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 FLORIDA ADMINISTRATIVE CODE 6J-17 (FORMERLY CHAPTER 61G17-6) OF THE FLORIDA STATUTES CHAPTER 472.027.
- L1 DENOTES LINE NUMBER 1 AND CORRESPONDING LINE DATUM AS SHOWN IN THE LINE TABLE.
- C1 DENOTES CURVE NUMBER 1, CORRESPONDING CURVE DATUM AS SHOWN IN THE CURVE TABLE AND DISTANCES. SHOWN ALONG CURVED LINES ARE ARC LENGTHS.
- EASEMENT GRANTED TO THE CITY OF CRESTVIEW AS RECORDED IN O.R. BOOK 1333, PAGE 893, AFFECTS THIS PLAT, AND IS SHOWN HEREON. THIS CONVEYANCE IS FOR THE EXPRESS PURPOSE OF A RETENTION AREA (SOUTHEASTERLY RETENTION AREA).

PLAT BOOK _____, PAGE _____

26

27

28

WILDWOOD GABLES PHASE 1
(PLAT BOOK 19, PAGE 78)

9

16

NORTH LINE OF SECTION 16

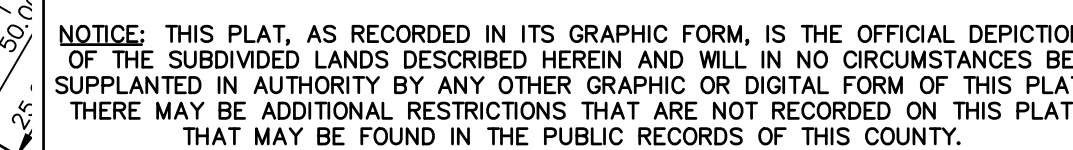
FRONT: 20 FEET
*SIDE: 5 FEET
*REAR: 15 FEET

*SETBACKS ALONG EASEMENT AND BUFFER LINES EXPAND TO THE EASEMENT OR BUFFER WIDTH WHERE NECESSARY. REFER TO LOTS 1-3 AND LOTS 13-23.



LINE TABLE					
LINE#	BEARING	LENGTH	LINE#	BEARING	LENGTH
L1	S 05°35'33" E	31.37'	L15	S 8°54'32" E	41.61'
L2	S 05°35'33" E	5.29'	L16	S 76°25'01" E	14.68'
L3	S 17°12'42" E	22.22'	L17	S 76°25'01" E	34.16'
L4	S 29°28'05" E	33.03'	L18	S 61°57'53" E	2.02'
L5	S 63°22'11" E	18.16'	L19	S 61°57'53" E	5.33'
L6	S 63°22'11" E	28.12'	L20	S 61°57'53" E	3.03'
L7	S 51°12'42" E	22.22'	L21	N 20°20'40" W	14.21'
L8	S 51°12'42" E	26.26'	L22	N 20°20'40" W	21.63'
L9	S 41°18'34" E	23.88'	L23	N 93°07'31" E	3.58'
L10	S 41°18'34" E	51.52'	L24	N 20°20'40" W	5.98'
L11	S 41°18'34" E	11.06'	L25	S 40°30'19" E	16.06'
L12	S 39°28'05" E	40.80'	L26	S 41°07'31" E	5.18'
L13	S 39°28'05" E	61.61'	L27	S 41°07'31" E	1.54'
L14	S 85°43'52" E	52.24'			

① = SET 1/2" CAPPED IRON ROD,
 (P.R.M.) (L.B. #3501)
 ○ = SET 1/2" CAPPED IRON ROD,
 (L.B. #3501)
 ◎ = SET PERMANENT CONTROL POINT,
 (P.C.P.) (NAIL AND DISK L.B. #3501)
 ⊕ = (FIR) FOUND 5/8" CAPPED IRON ROD,
 NO IDENTIFICATION
 ⊛ = (FIR) FOUND 1/2" CAPPED IRON ROD,
 IDENTIFICATION NUMBER FURNISHED
 P.C.P. = PERMANENT CONTROL POINT
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 U.N.B. = UNDISTURBED NATURAL BUFFER
 R/W = RIGHT-OF-WAY
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 (′) = MINUTES OR FEET
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 L = ARC LENGTH
 CA = CENTRAL ANGLE (DELTA)
 CB = CHORD BEARING
 C = CHORD
 B.S.L. = BUILDING SETBACK LINE
 P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
 O.R. = OFFICIAL RECORDS
 No. OR # = NUMBER
 POB = POINT OF BEGINNING
 L.B. = LAND SURVEYING BUSINESS
 L.S. = LICENSED SURVEYOR
 ± = MORE OR LESS
 N: = NOTHING
 E: = FASTING



Prepared: March 2022

PREPARED BY:

Gustin, Cothorn & Tucker, Inc.

Land Surveying & Mapping
121 Hart Street Niceville, FL 32578 (850) 678-5141

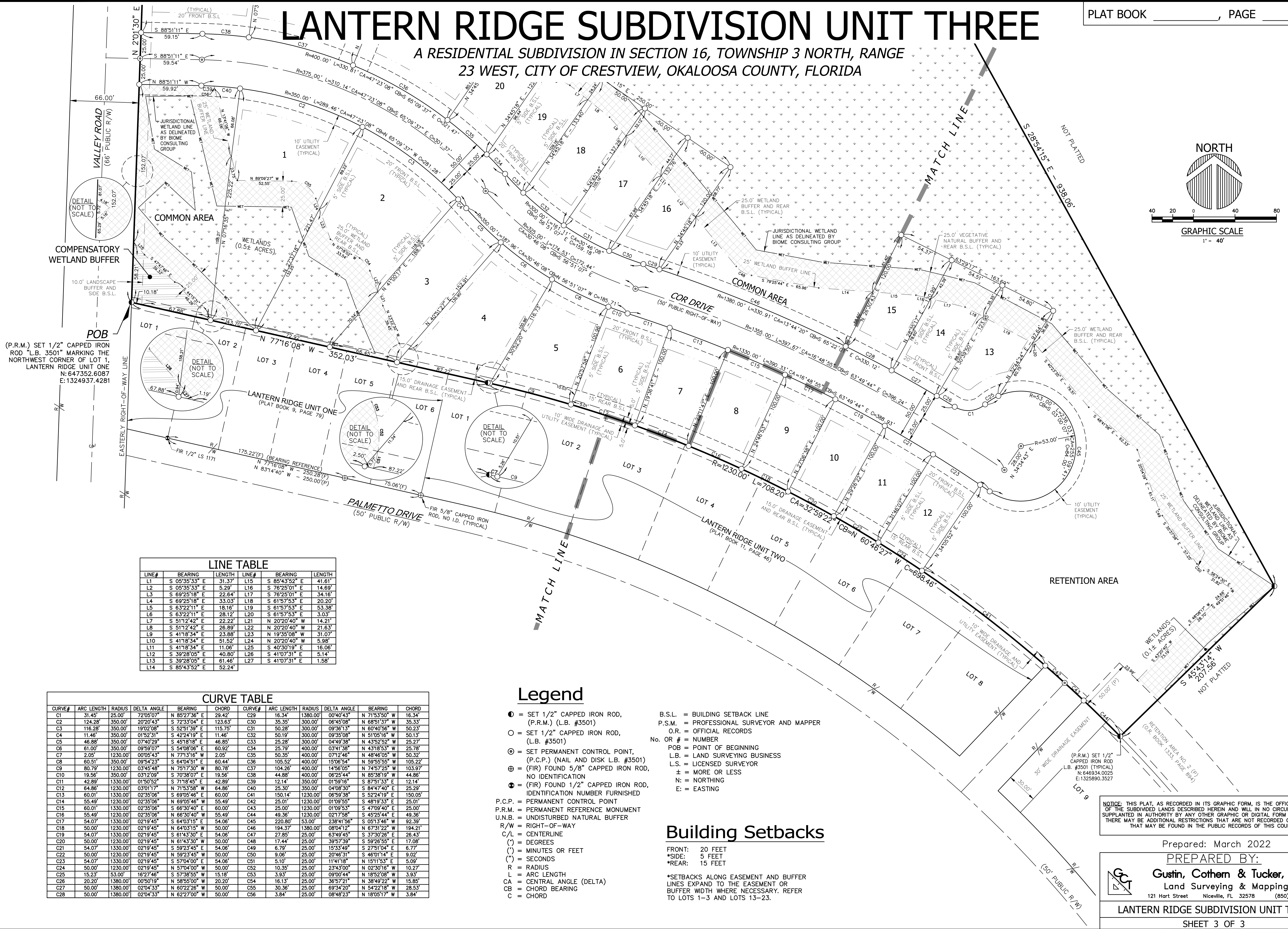
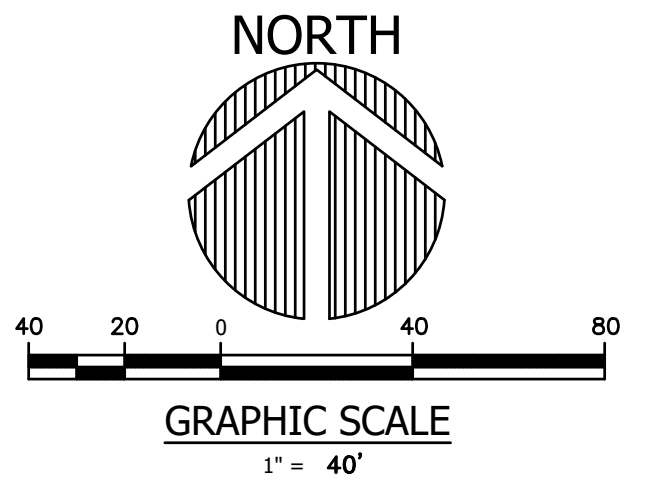
LANTERN RIDGE SUBDIVISION UNIT THREE

SHEET 2 OF 3

LANTERN RIDGE SUBDIVISION UNIT THREE

A RESIDENTIAL SUBDIVISION IN SECTION 16, TOWNSHIP 3 NORTH, RANGE
23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____



LINE TABLE					
LINE#	BEARING	LENGTH	LINE#	BEARING	LENGTH
L1	S 05°35'33" E	31.37'	L15	S 85°43'52" E	41.61'
L2	S 05°35'33" E	5.29'	L16	S 76°25'01" E	14.69'
L3	S 69°25'18" E	22.64'	L17	S 76°25'01" E	34.16'
L4	S 69°25'18" E	33.03'	L18	S 61°57'53" E	20.20'
L5	S 63°22'11" E	18.16'	L19	S 61°57'53" E	53.38'
L6	S 63°22'11" E	28.12'	L20	S 61°57'53" E	3.03'
L7	S 61°12'42" E	22.22'	L21	N 20°20'40" W	14.21'
L8	S 51°12'42" E	26.89'	L22	N 20°20'40" W	21.63'
L9	S 41°18'34" E	23.88'	L23	N 19°35'08" W	31.07'
L10	S 41°18'34" E	51.52'	L24	N 20°20'40" W	5.98'
L11	S 41°18'34" E	11.06'	L25	S 40°30'19" E	16.06'
L12	S 39°28'05" E	40.80'	L26	S 41°07'31" E	5.14'
L13	S 39°28'05" E	61.46'	L27	S 41°07'31" E	1.58'
L14	S 85°43'52" E	52.24'			

CURVE TABLE											
CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD	CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD
C1	31.45'	25.00'	72°02'07"	N 89°57'36" E	29.42'	C29	16.34'	1380.00'	0°04'43"	N 71°53'50" W	16.34'
C2	124.28'	350.00'	20°20'43"	S 72°33'04" E	123.63'	C30	35.35'	300.00'	06°45'08"	N 68°51'37" W	35.33'
C3	116.28'	350.00'	19°02'08"	S 52°51'39" E	115.75'	C31	50.28'	300.00'	09°36'13"	N 60°40'56" W	50.23'
C4	11.46'	350.00'	01°52'31"	S 42°24'19" E	11.46'	C32	50.19'	300.00'	09°35'08"	N 51°05'16" W	50.13'
C5	46.88'	350.00'	07°40'29"	S 45°18'18" E	46.85'	C33	25.28'	300.00'	04°49'38"	N 43°52'52" W	25.27'
C6	61.00'	350.00'	09°59'07"	S 54°08'06" E	60.92'	C34	25.79'	400.00'	03°41'38"	N 43°18'53" W	25.78'
C7	2.05'	1230.00'	00°05'43"	N 77°13'15" W	2.05'	C35	50.35'	400.00'	07°12'46"	N 48°46'05" W	50.32'
C8	60.51'	350.00'	08°54'21"	S 64°04'40" E	60.44'	C36	105.52'	400.00'	15°06'54"	N 59°55'55" W	105.22'
C9	80.79'	1230.00'	03°45'48"	N 75°17'30" W	80.78'	C37	104.26'	400.00'	14°56'05"	N 74°57'25" W	103.97'
C10	19.56'	350.00'	03°12'09"	S 70°38'07" E	19.56'	C38	44.88'	400.00'	06°25'44"	N 85°38'19" W	44.86'
C11	42.89'	1330.00'	01°50'52"	S 71°18'45" E	42.89'	C39	12.14'	350.00'	01°59'16"	S 87°51'33" E	12.14'
C12	64.86'	1230.00'	03°01'17"	N 71°53'58" W	64.86'	C40	25.30'	350.00'	04°08'30"	S 84°47'40" E	25.29'
C13	60.01'	1330.00'	02°35'06"	S 69°05'46" E	60.00'	C41	150.14'	1230.00'	06°59'38"	S 52°24'19" E	150.05'
C14	55.49'	1230.00'	02°35'06"	N 69°05'46" W	55.49'	C42	25.01'	1230.00'	01°09'55"	S 48°19'33" E	25.01'
C15	60.01'	1330.00'	02°35'06"	S 69°04'40" E	60.00'	C43	25.00'	1230.00'	01°09'53"	S 47°09'40" E	25.00'
C16	55.49'	1230.00'	02°35'06"	N 66°30'40" W	55.49'	C44	49.36'	1230.00'	02°17'58"	S 45°25'44" E	49.36'
C17	54.07'	1330.00'	02°19'45"	S 64°03'15" E	54.06'	C45	53.00'	238°41'56"	S 05°13'46" W	92.39'	
C18	50.00'	1230.00'	02°19'45"	N 64°03'15" W	50.00'	C46	194.37'	1380.00'	08°04'12"	N 67°31'22" W	194.21'
C19	54.07'	1330.00'	02°19'45"	S 61°43'30" E	54.06'	C47	27.85'	25.00'	63°49'45"	S 37°30'26" E	26.43'
C20	50.00'	1230.00'	02°19'45"	N 61°43'30" W	50.00'	C48	17.44'	25.00'	39°57'39"	S 59°26'55" E	17.08'
C21	54.07'	1330.00'	02°19'45"	S 59°23'45" E	54.06'	C49	6.79'	23.00'	15°33'49"	S 27°51'04" E	6.77'
C22	50.00'	1230.00'	02°19'45"	N 59°23'45" W	50.00'	C50	9.06'	25.00'	20°46'31"	S 46°01'14" E	9.02'
C23	54.07'	1330.00'	02°19'45"	S 57°04'00" E	54.06'	C51	5.10'	25.00'	11°41'18"	N 15°11'53" E	5.09'
C24	50.00'	1230.00'	02°19'45"	N 57°04'00" W	50.00'	C52	10.35'	25.00'	23°43'00"	N 02°30'16" W	10.27'
C25	15.23'	53.00'	16°27'46"	S 73°38'55" W	15.18'	C53	3.93'	25.00'	09°00'44"	N 18°52'08" W	3.93'
C26	20.20'	1380.00'	00°50'19"	N 58°55'00" W	20.20'	C54	16.13'	25.00'	36°57'21"	N 38°49'22" W	15.85'
C27	50.00'	1380.00'	02°04'33"	N 60°22'26" W	50.00'	C55	30.36'	25.00'	69°34'20"	N 54°22'18" W	28.53'
C28	50.00'	1380.00'	02°04'33"	N 62°27'00" W	50.00'	C56	3.84'	25.00'	08°48'23"	N 18°05'17" W	3.84'

Legend

- = SET 1/2" CAPPED IRON ROD, (P.R.M.) (L.B. #3501)
- = SET 1/2" CAPPED IRON ROD, (L.B. #3501)
- ⊙ = SET PERMANENT CONTROL POINT, (P.C.P.) (NAIL AND DISK L.B. #3501)
- ⊕ = (FIR) FOUND 5/8" CAPPED IRON ROD, NO IDENTIFICATION
- ⊗ = (FIR) FOUND 1/2" CAPPED IRON ROD, IDENTIFICATION NUMBER FURNISHED

P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
U.N.B. = UNDISTURBED NATURAL BUFFER

R/W = RIGHT-OF-WAY

C/L = CENTERLINE

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O.R. = OFFICIAL RECORDS
No. OR # = NUMBER
POB = POINT OF BEGINNING
L.B. = LAND SURVEYING BUSINESS
L.S. = LICENSED SURVEYOR
± = MORE OR LESS
N = NORTHING
E = EASTING

Building Setbacks

FRONT: 20 FEET
*SIDE: 5 FEET
*REAR: 15 FEET

*SETBACKS ALONG EASEMENT AND BUFFER LINES EXPAND TO THE EASEMENT OR BUFFER WIDTH WHERE NECESSARY. REFER TO LOTS 1-3 AND LOTS 13-23.

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

PREPARED BY:



Gustin, Cothorn & Tucker, Inc.

Land Surveying & Mapping

121 Hart Street Niceville, FL 32578 (850) 678-5141

LANTERN RIDGE SUBDIVISION UNIT THREE

SHEET 3 OF 3



Staff Report

CITY COUNCIL MEETING DATE: May 9, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader, City Clerk
DATE: 5/5/2022
SUBJECT: Public Records Request Portal

BACKGROUND:

At the January, 2022 City Council meeting, the City Clerk reported a need for a Public Records solution. The City Clerk has received 127 Public Records requests from January – April 30, 2022. Of those, twelve requests are pending, with several requests being voluminous and requiring extensive time and resources. Several requests are awaiting payment of time and resource fees, as they require more than thirty minutes of retrieval time. At the January meeting, the City Clerk stated research would be conducted and a solution would be returned to the Council.

DISCUSSION:

In the past month, several team members participated in demonstrations for a public records request portal that would efficiently track the workflow of the receipt and processing of public records requests. The portal is intended to aid in the submission and tracking of requests in order to better serve the needs of the public for delivering information efficiently and with transparency. The three solutions reviewed were Next Request, Just FOIA and GovQA. Discussion was held on the three products that could provide the solutions and needs for a smooth workflow for public records requests. It was also determined that Next Request had offered a substantial discount as we already utilize Archive Social for our social media solution.

I have attached a policy for receipt of requests. However, the policy may change with a new portal for the processing of requests.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Communication- To engage, inform and educate the public and staff

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

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The annual cost for an additional module for Social Archive is \$7,200. However, on May 2nd, the vendor informed us that any agency obtaining approval to move forward **in** May will get \$1,200 taken off their invoice. This includes both annual invoices and prorated invoices.

RECOMMENDED ACTION

Staff requests a motion to approve the purchase of Next Request (Optimere) as an additional Archive Social module in the amount of \$6,000 for the initial purchase and then \$7,200 annually.

Attachments

1. City of Crestview - 23324 - JFNewProposal (FINAL)
2. City of Crestview, FL NextRequest Quote
3. FL_Crestview FL_Q-182196_2022APR4
4. 3X ROI with GovQA (1)
5. NextRequest Features (2022)
6. Public Records Request Portal Solution
7. Public Records Policy Template

Proposal

City of Crestview

Issued:

March 31, 2022

Valid for 60 days



 (800) 342-2633

 3717 Apalachee Parkway
Suite 201
Tallahassee, Florida 32311

 sales@justfoia.com

 www.justfoia.com

Maryanne Schrader
City Clerk
City of Crestview ("Customer")
PO Box 1209
Crestview, FL 32536

Dear Ms. Schrader,

Thank you for considering **JustFOIA** in your organization's search for a Public Records Request Tracking Solution. Based on our understanding of your needs, we are pleased to enclose our proposal. While reviewing, please keep in mind the following benefits included with your JustFOIA partnership and subscription:

- **Government Security & Compliance:** All JustFOIA customers are deployed exclusively on the Microsoft Azure Government Cloud ("Azure Government Cloud"), providing world-class security. As an officially certified SOC 2 organization, JustFOIA ensures the foundational principles of security, privacy and control, compliance, and transparency.
- **Unlimited Users:** No matter the number of people you have as part of your process, JustFOIA allows for unlimited users for all contracted modules at no additional charge.
- **Parallel Workflows and Tasks:** We recognize requests may involve multiple departments. With JustFOIA, you don't have to work in silos. You can assign parallel workflows and tasks so the process is completed efficiently.
- **Transparency:** JustFOIA handles internal emails, emails to the requestor, templates, and even discussion threads all within the application. Communication and activity is transparent to all.
- **Continuous Training:** JustFOIA offers user and administrator training along with a full Learning Management System (LMS) with on-demand training videos as part of your new JustFOIA subscription.
- **Having a Voice:** Our customers are invited to participate in our ongoing JustFOIA focus group. JustFOIA hosts periodic meetings to review product development, solicit new ideas, and share best-demonstrated practices amongst users from around the country.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your consideration and hope that we will have the pleasure of partnering with you.

Sincerely,

Scott Mursten

Senior Solution Consultant

(850) 701-0725 ext. 1520 | smursten@justfoia.com

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EXECUTIVE SUMMARY

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software as a service solution (the “Solution”), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time through automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

OUR COMPANY

Built by users, for users

JustFOIA, Inc. (“JustFOIA”) began as a product built for MCCi’s public sector customers from a deep understanding gained through 20+ years of servicing municipal clerks, records managers and the public sector. From its founding roots as a Municode company, MCCi has accelerated more than 1,600 customers’ digital transformation journeys by adding intelligence to their processes.



Because many of these customers were searching for a way to better manage the rise in complexity and volume of their organizations’ records requests, MCCi’s development team and leadership worked hand-in-hand with these customers to simplify the process and provide a better user experience for records managers and the constituents they serve. **In 2014, the JustFOIA Solution was launched.** Fast forward to 2020, JustFOIA’s success sparked the need for its own brand and evolution into becoming a sister-company to MCCi.

WHAT MAKES US DIFFERENT

Development fueled by customer ideas



Our customers continue to be a vital component of our product feedback loop with customer success, implementation, and support teams all regularly contributing ideas to product management. With the launch of our [Ideas Portal](#), **we ensure customers have a voice**, allowing them to have a direct line to submit ideas for development consideration, see the status of their development request, and actively vote for the most important features and improvements.

We believe ideas get better when you create an environment of sharing. We regularly organize specialized group discussions, where users with similar challenges engage with our team to make the system work better for them. In addition to testing done by our seasoned, in-house development and quality assurance testing teams, when large features are ready to be tested, we gather beta customers for focus groups and trial usage before releases make it to prime time.

Best-in-class consultation, implementation, and support

We start with a thorough discovery process to understand your current records request needs and how those may evolve in the future. Our team then determines the best implementation strategy, as well as ongoing support needs. JustFOIA’s professionals are highly trained in the areas of implementation, process improvements, integrations, and more to help you implement a well-thought-out records request solution. Once your project is complete, you will have access to our technical support team, maintaining a documented **100% customer satisfaction rate**, for troubleshooting and supporting the Solution. We offer optional supplementary support packages as well, giving you more access to our staff based on your needs.



Proactive customer success



We are fanatical about customer success. Success starts with our eagerness to understand our customers' needs and where they are headed on their journey to streamlining their records requests processes. We believe in a proactive support methodology, which begins with customer education, excellent service, and communication. You and your organization will

have a **dedicated Customer Success team** that can:

- Identify any needs that could easily be addressed by the Solution
- Serve as a resource for questions and answers, best practices, how other customers are using the system with the use of documented case studies, support center, etc.
- Provide continued education for existing and new users through webinars, workshops, user groups, and more
- Coordinate with our sales operations team for pricing/renewals inquiries and budgetary information

Easiest-to-use or we'll retrain you free

We understand that software – no matter how many features it has – can't be great unless it's easy to use. **We guarantee that JustFOIA is the easiest-to-use records request software, or we will train you again at no extra cost.**



To back this up, we offer our industry-exclusive [Learning Management Software platform](#) – The Training Center for JustFOIA – to our customers for free. With unlimited, on-demand access to hundreds of help videos and product documentation, live monthly learning sessions, and peer-based user groups, training new departments and employees is a breeze. We leverage the platform as we roll out JustFOIA to new customers every day, using it to store their custom training videos and designing courses for their users that simplifies training on new features and functionality. If you are as passionate about learning as we are about training – get JustFOIA certified. We offer certifications for Administrators, Power Users and General Users.

WORLD-CLASS, STANDARD SECURITY & COMPLIANCE

We are committed to maintaining a safe and secure platform for our customers that meets or exceeds industry-best practices. Protecting your solution and information is our highest priority. To that end, JustFOIA is officially certified as a SOC 2 service organization, as defined by the American Institute of Certified Public Accountants (AICPA). SOC 2 certification means that JustFOIA underwent a System and Organization Control (SOC) 2 Type 2 audit by an external auditing firm, ensuring strict information security and risk management policies and procedures are properly designed and followed. JustFOIA has a CISSP certified person on staff. **All JustFOIA customer sites are deployed exclusively on the Azure Government Cloud**, which was built upon the foundational principles of security, privacy and control, compliance, and transparency.



SOC 2 COMPLIANCE

The official SOC 2 audit report provides a thorough review of processes relating to risk management, including:

- Internal Controls
- IT Infrastructure
- Logical Security
- Environmental Security
- Disaster Recovery Plans
- Access Management Policies
- Software Development Lifecycle
- Network Security
- Computer Operations
- Acceptable Use Policies
- Subservice Due Diligence
- Change Management Procedures
- Physical Security
- Business Continuity
- Corporate Ethics

MICROSOFT AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is FedRAMP Authorized at Level High and is able to handle data that is subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. Azure Government uses physically isolated datacenters and networks (located in U.S. only).

ENCRYPTED DATA

The Solution is a web-based application, and all HTTP communications are secured in transit by TLS 1.2 (aka HTTPS). Your data is encrypted at rest transparently using 256-bit AES encryption, one of the strongest block ciphers available, and is FIPS 140-2 compliant.



WEB APPLICATION FIREWALL

Azure Web Application Firewall (WAF) on Azure Application Gateway provides centralized protection of your web applications from common exploits and vulnerabilities. SQL injection and cross-site scripting are among the most common attacks. WAF on Application Gateway is based on Core Rule Set (CRS) 3.1, 3.0, or 2.2.9 from the Open Web Application Security Project (OWASP). The WAF automatically updates to include protection against new vulnerabilities, with no additional configuration needed.

LAYER 7 LOAD BALANCING & NETWORK SECURITY GROUPS

At its core, Load Balancing distributes traffic among multiple servers to increase availability and performance. Azure Application Gateway is a web traffic load balancer that manages traffic to web applications. While traditional load balancers operate at the transport layer (OSI layer 4), Azure Application Gateway can make routing decisions based on additional attributes of an HTTP request, for example URI path or host headers. This type of advanced routing capability is known as application layer (OSI layer 7) load balancing and gives the JustFOIA team greater control in managing the Solution's infrastructure. As a second layer of traffic control protection, Network Security Groups are applied and allow only traffic that is explicitly defined as allowed.

P2S = POINT TO SITE VPN

Support & administrative personnel access the Solution's backend infrastructure via secure VPN connections only.

MONITORING & PERFORMANCE ANALYSIS

Our monitoring and alerting systems notify our Network Operations Center (NOC) of any issues with availability or performance. Our engineers can handle any cloud infrastructure issues 24/7.

UPDATE MANAGEMENT

Updates for Windows Server OS and SQL Server are managed through Azure Automation Update Management. Monthly deployment of critical and security updates, and quarterly deployment of other update classifications.

AZURE BACKUP & SITE RECOVERY SERVICES

Azure Backup services provides independent and isolated backups to guard against accidental destruction of original data. Backups are encrypted and stored in a Recovery Services Vault with built-in management of recovery points.

The Solution's Disaster Recovery is built upon Azure Site Recovery (ASR), a native disaster recovery as a service. ASR replicates all Virtual Machine disks (OS and Data for all web, application and database servers) from the Azure Region hosting your production environment to a geographically disparate Azure Region and keeps the replica up to date within five (5) minutes.

ONGOING SECURITY INNOVATION

As you can see, we take a number of measures to ensure that your data is safe and secure. While we're very confident in our technology, we recognize that no system can guarantee data security with 100% certainty. For that reason, we will continue to innovate to make sure that our security measures are state of the art, and we will investigate any and all reported security issues concerning JustFOIA's services or software.

508/ADA COMPLIANCE

As part of our ongoing commitment to providing the easiest-to-use records requests software, we are committed to abiding by and developing solutions to remove barriers that might prevent a person with disabilities from using our products. JustFOIA is committed to providing a web application that is accessible to the widest possible audience, regardless of technology or ability. As such, we strive to adhere to the Revised Section 508 Standards published by the United States Access Board.



The WCAG level of compliance is approved by the ADA for websites and provides recommendations for making web content accessible. JustFOIA's citizen-facing pages perform at a Level AA (or level two) conformance to these guidelines:

- **Text Equivalents:** alternative text detail for appropriate images and other non-text elements.
- **Full Keyboard Access:** built so that it can be accessed using a keyboard.
- **Site Consistency:** feature and functions perform the same way every time.
- **Site Structure:** appropriate headings, lists, paragraphs, style sheets, and other format features so guests can easily use the platform with assistive technology.
- **Links:** many links have title attributes to describe the link in greater detail unless the link's text already fully describes the target.

JustFOIA routinely completes Voluntary Product Accessibility Templates (VPATs) across our platforms. We engage with external consultants certified by the International Association of Accessibility Professionals to ensure our Solution conforms with required standards. JustFOIA's [VPAT Report](#) allows us to provide the data your procurement team will need to verify that the JustFOIA Solution meets the technical requirements for Section 508 compliance.

HOW DOES IT WORK?



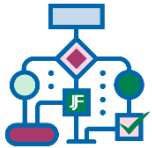
Receive Records Requests through Your Configurable Public Portal

Direct requesters to an online experience to submit and track the status of their requests, search previous requests, pay invoices, and more. Requesters are automatically notified of receipt.



Create Custom Request Forms

Modernize paper forms and emailed PDF requests with as many configurable, web-based forms as you want. Digital forms allow you to quickly collect all the information you need from the start!



Reduce Response Times through Workflow

Streamline your process by automating repetitive tasks and communications through process mapping. Departments and users can be assigned and automatically notified of tasks and due dates. Reminders, escalations, reassignments, and approvals are configurable within each task.



Centralize All Communications - With the Requester and Internal

Create transparency and simplify your communications both internally and externally. Design and automate common communications with templated messages and workflows.



Redact Sensitive Information

Automatically redact documents with one click or manually remove sensitive data. Features include text search, proximity search, redact selected text and/or full page(s). There is no per-user fee, so any user can redact a document if they are permitted by your organization. An exemption log can be automatically generated to accompany each request to explain any redactions.



Estimate & Log Time & Materials

Keep track of the labor, time and materials costs of fulfilling requests. Configure individual user hourly rates and standard material fees, so invoicing is made simple.



Generate Invoices and Receive Payments

Issue invoices and receive payments inside the Public Portal. Accept all forms of payments including credit cards via our secure, PCI-Compliant Payment Portal, using third-party payment processors.



Import Response Documents

Easily upload documents from your computer, network or via our optional Laserfiche integration for the requestor to retrieve through your secure JustFOIA Public Portal. Using our optional Any & All Document Management module, extract .PST files and simplify managing hundreds of files.



Analyze Comprehensive Reports

Custom reports are available, in addition to standard reports, such as:

- | | | |
|----------------------|----------------------|---------------------|
| ▪ Processed Requests | ▪ Fees Totals | ▪ Correspondence |
| ▪ Bottlenecks | ▪ Time and Materials | ▪ Open Requests |
| ▪ User Activity | ▪ Deleted Requests | ▪ Request Retention |
| ▪ Paused Requests | ▪ User Task Activity | ▪ Payment Details |

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: City of Crestview

Quote Date: March 31, 2022

Proposal Number: 23324

Proposal Type: New JustFOIA System

Product Description:	Qty.	Unit Cost	Total
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
☒ JustFOIA Pro Tier 2: 10,000-29,999 Population •3 TB Storage •Secure Hosting on Azure Government Cloud •Unlimited Users •Training Center LMS •In-App Redaction •Invoicing Module •Dynamic Forms •Advanced Reporting - Includes live monthly training and quarterly product update webinars. - Estimated Release Quarter 1 2022: Dynamic Forms & Advanced Reporting	1	\$6,750.00	\$6,750.00
☒ Payment Portal for JustFOIA Pro -Using third-party processor compatible with JustFOIA.	1	\$1,012.50	\$1,012.50
☒ Laserfiche Integration for JustFOIA Pro -Requires at least Laserfiche 10.4, installation of CWS API on DMZ and SSL certificate.	1	\$1,350.00	\$1,350.00
☒ Any & All Document Management for JustFOIA Pro - .PST Email Extractor, Document Viewer & Quick-Sort Tools included with Doc. Management.	1	\$1,687.50	\$1,687.50

SUBTOTAL - RECURRING ANNUAL SERVICES	\$10,800.00
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Service Description:	Qty.	Unit Cost	Total
<u>JustFOIA SERVICE PACKAGES</u>			
☒ JustFOIA Pro Implementation Services - Includes site walkthrough, priority Go Live project management, and Hypercare period - Service fees apply if add-on modules are configured after initial implementation	1	Included	Included
☒ Configuration of 2 Public Records Forms - General & Law Enforcement	1	Included	Included
☒ Additional Standard Form -Includes requirements gathering, configuration, testing and training	1	\$1,500.00	\$1,500.00
☒ Payment Portal Installation for JustFOIA	1	\$750.00	\$750.00
☒ Laserfiche Integration Installation for JustFOIA Pro	1	\$750.00	\$750.00
☒ Any & All Document Management Installation for JustFOIA	1	\$750.00	\$750.00

SUBTOTAL - ONE-TIME SERVICES	\$3,750.00
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YEAR 1 ORDER COST	\$14,550.00
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NOTE: The information presented in this document is based on the results of JustFOIA's and Customer collaborative preliminary discovery thus far. As planning and discovery continue, the project scope and costs may change to meet the specific needs of Customer. JustFOIA will provide its Assumptions, Terms & Conditions for review and approval prior to the start of any project. This is not a formal quote.

RECURRING SERVICES

The Recurring Services portion of this Order will systematically renew unless written notice of termination has been provided per the Master Agreement. An annual increase of **5%** will be applied to the prior year's billed amount (excluding any initial or one-time discounts).

SALES TAX

Sales tax will be invoiced where the Customer is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

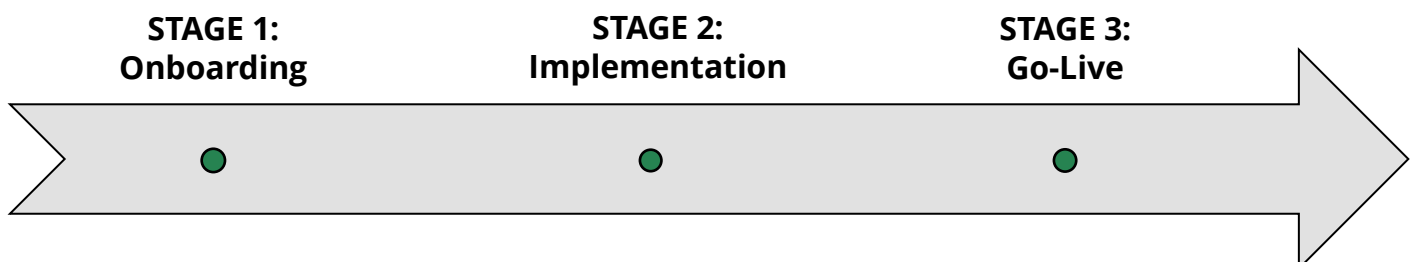
FEATURES MATRIX

	Pro	Enterprise
Secure Hosting on Microsoft Azure Government Cloud	✓	✓
Standard Data Storage	3 TB	Unlimited
Unlimited Users	✓	✓
Invoicing Module	✓	✓
Time & Materials Tracking	✓	✓
Training Center LMS	✓	✓
In-App Redaction	✓	✓
Dynamic Forms	✓	✓
Advanced Reporting	✓	✓
Unlimited Data Storage	+	✓
Custom Workflow	+	✓
Any & All Document Management	+	✓
Payment Portal	+	✓
Single Sign-on	+	✓
Adobe Pro Plug-in	+	+
JustFOIA Administration Assistance Hours	+	+

✓ Included + Optional ⊖ Not Available

IMPLEMENTATION JOURNEY

During the time services are provided, our Project Manager will communicate primarily with a Project Lead from your organization. Because the Solution is easy-to-configure and easy-to-use, the time to successfully complete the implementation depends largely on your team's availability, communication, and organization. There are three stages to our implementation journey:



TECHNICAL & PROACTIVE SUPPORT

JustFOIA offers both technical, proactive, and supplemental support options, covering additional training and assistance to administrators and users.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided by email or telephone during business hours of 8 a.m. to 5 p.m. for your local time. Customer can designate several individuals to be technical support contacts. Customers may contact JustFOIA support through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633). JustFOIA customers receive the following benefits:

- Free software updates
- Embedded system help files
- Technical bulletins and newsletters
- Email/Phone Support (see below)

ADMINISTRATION ASSISTANCE

Want a white-glove approach to support? Pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. The number of hours will expire on the same date as the Subscription Period End Date. By purchasing a block of hours, JustFOIA's stellar support team can be available for the following:

ADDITIONAL TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers additional best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc. Customer may request a report of recommendations once annually.

CONFIGURATION SERVICES

Basic configuration services for new request form(s) and associated workflow(s).

SERVICE PACKAGES¹

PRO IMPLEMENTATION

CUSTOMER REQUIREMENTS

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Fill out configuration form
- Attend system walkthrough and create any additional users
- Attend Admin and User trainings
- User Acceptance testing
- Complete JustFOIA Training Center trainings and certification

JustFOIA TASKS & DELIVERABLES

- Lead project Kickoff Call to identify implementation milestones
- Deploy site in the Microsoft Azure Government Cloud
- Establish and configure initial Admin and Power User security credentials
- Personalize Public Portal with Customer branding
- Introduction and walkthrough to customer system
- Configure number of request forms defined in Order and necessary workflow statuses
- Set up current departments and observed holidays
- System email template configuration
- Provide configuration and training for purchased platform add-ons
- Technical support through user testing before going live
- Conduct 1 Remote Administrative Training (2 hours); recording made available in Training Center
- Conduct 1 Remote User System Training (1 hour); recording made available in Training Center
- Provide Hypercare Check-in Service (up to 2 weeks)
- Handoff to Customer Success and Support Teams
- Provide Go-Live Marketing press kit

ANY & ALL DOCUMENT MANAGEMENT

CUSTOMER REQUIREMENTS

- Complete JustFOIA Training Center trainings
- Attend remote walkthrough training

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Complete testing and training

ADDITIONAL STANDARD FORM CONFIGURATION

CUSTOMER REQUIREMENTS

- Provide a visual flow chart and/or narrative of desired records request process(es) and request form requirements

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement desired form/process
- Complete testing and training

EXCEPTIONS

- Creation of Custom Workflows

¹ The Service Packages defined below are only applicable if included in the [Pricing](#) section.

PAYMENT PORTAL CONFIGURATION

CUSTOMER REQUIREMENTS

- Set up an account with a valid Payment Processor (JetPay/NCR, PayPal or Authorize.net)*
**To be completed no less than 30 days before Go Live date.*
- Supply credentials from Payment Processor
 - Client Key
 - Web Key
 - API Identifier
 - Payment Type Name
 - Allowed Payment Method

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Payment Portal
- Complete testing and training

LASERFICHE INTEGRATION CONFIGURATION

CUSTOMER REQUIREMENTS

- If Laserfiche Cloud:
 - Active subscription to Laserfiche Cloud
 - Named Users:
 - A dedicated named user for archive and reporting
 - If active directory is not used a shared or individual named user for each user account in JustFOIA that will need access to Laserfiche.
 - Single Sign-on/Active Directory sign in:
 - Laserfiche Cloud setup to use client's active directory
 - JustFOIA's CWSAPI will need to be installed on a client's server that has access to both the Laserfiche Cloud and JustFOIA sites. This API is used to allow both JustFOIA and Laserfiche to communicate.
 - The server/site that the API is installed on must be set up to run under Windows Authentication. This will require the server to be on the domain.
- If On Prem:
 - Verify version 10.4 or later of the Laserfiche Server
 - Install CWSAPI on DMZ
 - Valid SSL certificate (not self-signed)
 - Restrict Firewall port access (443)
 - Grant remote server access to JustFOIA as necessary during configuration
- IT review of the Laserfiche Integration User & Configuration Guide

JustFOIA TASKS & DELIVERABLES

- Delivery of installable Common Web Services API (CWS API)
- Configure and implement Laserfiche integration
- Complete testing and training

DEFINITIONS

To determine which modules are applicable, please refer to the [Pricing](#) section. Your specific implementation may not include all modules described below.

REDACTION MODULE

Our powerful integrated Redaction Module allows you to upload and redact documents in the Solution. Automatically redact documents with one click or manually remove sensitive data. Features include: text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once redaction is applied, the redacted areas are burnt into the document and cannot be recovered or removed and only the redacted version of the document can be released. There is no per-user fee, so any permitted user can redact a document.

JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training and certification, as well as enhanced rollouts of new features and functionality. It is subscribed to by most customers and provides an easy, cost-effective way for all users in Customer's organization to access training videos and certification courses. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expenses
- Caters to all skill levels from Basic Users to System Administrators
- Unlimited access for Customer's entire organization
- JustFOIA Certifications Courses
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized with fully indexed, recorded training sessions

ADVANCED REPORTING

The Advanced Reporting module will allow Customer to select any piece of their data to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Email distribution of reports
- Automated scheduling of reports
- Saving created reports
- Ability to export data
- Simplify capture JLARC reporting requirements for Washington customers

SINGLE SIGN-ON (SSO)

The JustFOIA authentication system enables Single Sign-On ("SSO") integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Azure Active Directory login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for a customer's IT organization to maintain security protocols and gives the customers better control over managing user access.

The following types of enterprise connections can be made:

- Azure Active Directory
- ADFS
- Active Directory / LDAP
- Google Workspace (formerly G Suite, formerly Google Apps)

- Open ID Connect
- SAML
- PingFederate

PAYMENT PORTAL

JustFOIA integrates with Authorize.net, PayPal and NCR/JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal or NCR/JetPay site. Once they pay, users are able to make the request documents available for immediate release.

ADOBE ACROBAT PRO PLUG-IN

Adobe Acrobat Pro Plug-in allows customers to easily upload documents they are working on in Adobe Acrobat Pro to a specific request. In Adobe Acrobat Pro, simply create and edit documents, as well as apply redactions and other features available in the Adobe Pro software. Once the document has been finalized, a simple click of the JustFOIA Plug-In button sends the document to the customer's JustFOIA system. It's as easy as picking the desired request number and the is in the Response Docs section, ready to send to the requester. In order to utilize this plug-in, organizations will need to have an active Adobe Acrobat Pro license.

LASERFICHE INTEGRATION

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to more quickly and efficiently fulfill records requests. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents. Alternatively, users can search, edit and redact in Laserfiche, then click to send selected documents as responsive documents to a specific request. As part of your Laserfiche Integration, you can also export custom system reports directly into your Laserfiche repository, as well as all parts of a request from communication to provided documents to invoices and a full timeline history of activity on the request. In order to utilize this integration, each user will need a full Laserfiche license. Please see the Laserfiche Expansion Configuration Guide for Installation Requirements and Prerequisites.

ANY & ALL DOCUMENT MANAGEMENT

For customers who receive requests for "Any and All" communications, the effort to determine the responsive documents can be overwhelming. Built for customers who need to work with a large number of files, JustFOIA's Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Detect duplicate emails
- Bulk redact and sort all files with one-click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

CUSTOM WORKFLOWS

Building on the capability to design lists of tasks and set defaults, a Custom Workflow leverages automation to save your organization time by routing certain types of requests from submission to completion.

Automatically run when a request comes in, a Custom Workflow can use the supplied form data to determine which departments and tasks get assigned. Best suited for organizations that process larger volumes of specific types of requests. Also available is the full use of due dates, reminders, escalations, and approvals as well as the capability to automatically send out system and custom emails triggered by events in the workflow.

We work with you to design the unique series of tasks to assign out to departments so you can handle the approvals while keeping the request moving through your Solution.

JUSTFOIA ASSUMPTIONS, TERMS & CONDITIONS

JustFOIA's Assumptions, Terms & Conditions are available upon request for review. Please contact your Solution Consultant for more information.



Proud Maker of NextRequest, ArchiveSocial & Monsido

NextRequest for City of Crestview, FL

Prepared for: Maryanne Schrader, City of Crestview, FL

Prepared by: [Deal.OwnerFirstName] Fouts (NextRequest)

Date: Mar 30, 2022

	
What do I get with NextRequest?	<u>An all-in-one platform for managing records requests</u> across your entire agency. It's an annual subscription and includes: • Workflow Tools • Document Hosting & Management • Dashboards and Custom Reporting • Request Diversion • Regular Product Improvements and Feature Updates
Security?	We protect your information using: • SOC 2 Security Audit • Encryption and Threat/Uptime Monitoring • See a full overview at: nextrequest.com/security.
Technical Requirements?	NextRequest is entirely web based and software-as-a-service • Everything in the cloud - no downloads or installations • Works on all modern web browsers



Proud Maker of NextRequest, ArchiveSocial & Monsido

NextRequest Quote - City of Crestview,FL

Current Date: Mar 30, 2022 (pricing valid for 60 days from current date)

Customer	City of Crestview,FL	Term Start	TBD
Address	[Company.Address], , [Company.State]	Term End	TBD
Contact	Maryanne Schrader	Invoicing	annual

Required Items	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually) - Unlimited Staff users - Up to 10 Admin-Publisher users - Up to 2 TB of storage - Core Features: - Public Request Portal - Public Reading Room - Premier Security Package - Premium Email Monitoring Suite - Email notifications - Automatic Reminders - Task assignment and tracking - Time Tracking - Invoicing - Review and Redaction Features: - Redaction with unlimited users - RapidReview (Batch and Draft Redaction) - OCR (Optical Character Recognition) - IT & Compliance Features: - Retention - Single Sign-On - Custom URL - Online Payments (with approved payments processor) - SOC 2 Type II Audit - CJIS & HIPAA Compliance (with BAA)	\$699.00	12	\$8,388.00



Proud Maker of NextRequest, ArchiveSocial & Monsido

Standard Set Up & Onboarding (One-time) - Dedicated Onboarding Specialist - Kickoff Call - Up to 1 dedicated training session (90 minutes) - Go-Live Project Plans - Weekly Group Training Webinars - In-app Training - Video Tutorials - Knowledge Base Articles - Service Level Agreement	\$1,500.00	0	\$0.00
Social Media and Web Archiving Bundle Discount Bundle discount for Social Media and Web Archiving by ArchiveSocial, up to \$99/mo	-\$99.00	12	-\$1,188.00

Total **\$7,200.00**

Renewals: Pricing may be subject to a standard 5% annual increase to account for application improvements, new features and inflation.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Crestview, FL

Granicus Proposal for Crestview, FL

ORDER DETAILS

Prepared By:	Aldo Cardona
Phone:	
Email:	aldo.cardona@granicus.com
Order #:	Q-182196
Prepared On:	04/04/2022
Expires On:	06/03/2022

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
FOIA Platform Onboarding	Up Front	1 Each	\$0.00
Online Training – Administrator	Up Front	1 Each	\$0.00
Online Training – Users	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Essentials Package 3	Annual	1 Each	\$7,000.00
PST Email Extractor	Annual	1 Each	\$0.00
Payments Module	Annual	1 Each	\$0.00
Hosted Data Storage (TB)	Annual	1 Each	\$0.00
Invoicing Module	Annual	1 Each	\$0.00
FOIA Module for Enterprise Sales	Annual	1 Each	\$0.00
Redaction License (per named user)	Annual	3 Each	\$0.00
ADFS/Single Sign-on Module	Annual	1 Each	\$0.00
Advanced Email Tracking	Annual	1 Each	\$0.00
SUBTOTAL:			\$7,000.00

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Essentials Package 3	\$7,490.00	\$8,014.30
PST Email Extractor	\$0.00	\$0.00
Payments Module	\$0.00	\$0.00
Hosted Data Storage (TB)	\$0.00	\$0.00
Invoicing Module	\$0.00	\$0.00
FOIA Module for Enterprise Sales	\$0.00	\$0.00
Redaction License (per named user)	\$0.00	\$0.00
ADFS/Single Sign-on Module	\$0.00	\$0.00
Advanced Email Tracking	\$0.00	\$0.00
SUBTOTAL:	\$7,490.00	\$8,014.30

PRODUCT DESCRIPTIONS

Solution	Description
Essentials Package 3	Essentials Package 3
PST Email Extractor	PST Email Extractor
Payments Module	Payments Module
Hosted Data Storage (TB)	Hosted Data Storage (TB)
Invoicing Module	Invoicing Module
FOIA Module for Enterprise Sales	FOIA Module Non Enterprise
Redaction License (per named user)	Redaction License (per named user)
FOIA Platform Onboarding	FOIA Platform Onboarding
Online Training – Administrator	Online Training – Administrator
Online Training – Users	Online Training – Users
ADFS/Single Sign-on Module	ADFS/Single Sign-on Module
Advanced Email Tracking	Advanced Email Tracking

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Crestview, FL to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-182196 dated 04/04/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Crestview, FL	
Signature:	
Name:	
Title:	
Date:	



3.5X ROI WITH FOIA COMPLIANCE FOR THE NEW NORMAL

Directly Respond to Covid-19 Requests <
Support Teleworkers Managing Requests <
Save Money! <

Staff, litigation, and materials are expensive. Save time and money with the cloud-based GovQA software platform that centralizes, standardizes, and simplifies exchange of all types of government record and information requests.

Don't think you have a FOIA problem? Let's talk numbers...

Drivers of ROI

**Reallocate
Staff & Avoid
Future Staff
Increases**

**Mitigate
Litigation
Risk**

**Recoup
Materials
Costs**

Examples of ROI Impact with GovQA:

Large City - 12,000+ Requests

As volume and complexity explode, this Large City **avoids adding staff** and is able to **reallocate** because they use GovQA.

Before GovQA	With GovQA	
\$3,491,468	\$2,769,016	\$722,452 Savings

State Agency - 8,000+ Requests

Reducing lawsuits and fines resulting from missed deadlines, accidental release, and data theft saves this State Agency Money.

Before GovQA	With GovQA	
\$1,596,983	\$1,293,006	\$303,983 Savings

County Sheriff - 3,000+ Requests

Cutting reliance on paper and thumb drives and **collecting payments** drives cost down for this County Sheriff.

Before GovQA	With GovQA	
\$385,425	\$250,000	\$135,425 Savings

Visit **GovQA.com/Calculate** To See What You Can Save

GovQA.com
(630) 985-1300

*Average Salary calculated @ \$50k/Year. All other calculation numbers based on public Washington JLARC Reporting available here: public.tableau.com/profile/jlarc#!. **Calculations "With GovQA" are estimates based on data across 500+ Current GovQA FOIA Customers, not real customer results.

Powerful Features for your records requests

NextRequest By the Numbers



8,550,311
Records Downloaded



1,310,000
Records Released



9,128
NextRequest Users

ADMINISTRATIVE TOOLS

- Staff user roles allow controlled access to specific feature sets
- Configurable departments and related request routing
- User-configurable alerts
- User-configurable templates for responses and request closures
- Customizable tags to categorize requests

MESSAGING & COMMUNICATION

- Private messages for internal staff communication
- Private documents facilitate internal review and redaction before release
- Email bridge that allows users to send personal messages via email without logging into the application
- Automatic email notifications for "request received," "due soon," "overdue," and other actions and statuses related to a request

PUBLISHING & PERMISSIONS

- Publish individual requests to the public or only the requester
- Control staff permissions
- Review documents internally before release
- Time-based publishing
- Publish requests even if they have sensitive internal content on them
- Visibility by department

CUSTOMER SUPPORT

- Online documentation, including video tutorials
- Phone, email, and chat support

REQUEST DIVERSION

- Real-time keyword search that deflects requests by routing people to existing information online
- The ability to review and reference past requests and documents to reduce duplicates

REPORTING & ANALYTICS

- A dashboard including real-time and historical information on requests
- Customized data exports allow for downloading a CSV of request information based on filters like date, department, status, user, etc.
- Time tracking: understand how much time spent on each request
- API for use in business intelligence and other systems

AUDIT TRAIL

- Staff and requester view
- Automatically logs all correspondence and actions related to a request
- Each event included time, date, and user



Our records request software empowers organizations to collaborate remotely and asynchronously.

REDACTION

- Area and text-based redaction in browser
- Auto-generate an exemption annotation
- Search based batch redaction
- Automatically generates both redacted and original versions of your documents

DOCUMENT HOSTING

- Supports any file type, including PDF, email extracts, audio, and video
- Document viewer in application

ROUTING & ROLES

- Automatically send requests to predefined user groups or departments
- Set roles within a group or department
- Define global user abilities with roles

COST, INVOICING, AND PAYMENTS

- Time tracking and cost calculation
- Send and track invoices
- Receive payments online via credit card (PCI compliant)
- Option to create custom invoicing templates



RAPIDREVIEW MODULE

- Extract PST and MSG files for review directly in the NextRequest platform
- Rapidly review documents and emails in context and create document workflows
- Redact hundreds of documents at once
- Take bulk actions on documents and release, delete, move, all at once
- OCR: optical character recognition available to decipher the text on scanned documents (in beta)

DRAFT REDACTION

- Autosaves redactions so you won't lose your work
- Share and collaborate on redactions before finalizing and releasing
- Leave comments on documents for internal review

RISK MODULE

- Machine learning capabilities to search a document for potential risk in sensitive data

PUBLIC ACCESS AND INFORMATION

BULK DOWNLOAD

- Honor requests so requesters can download some or all documents published for their requests in two clicks

FULL-TEXT SEARCH (IN BETA)

- Requesters can search the full text of any document published on the public side
- Agency users can search the full text for any documents in the portal for staff side

CUSTOM FORMS

- Staff can customize requester forms on the public side to select by department, requester subject, etc.
- It makes requests more accessible and easy to understand for requesters
- Saves time to get request to the correct department or connect requester with necessary resources

				Purpose - Tracking and monitoring Public Records Requests from receipt to completion		
Vendor	Meets Qualification	Proposed Cost	Final Quote	Key Benefits	Notes	Integration
Next Request (Under ArchiveSocial, our current social media portal)	Yes	\$8388 annually, as a current customer, set up fee of \$1,500 is waived Social Media Bundle Discount	\$7200 annual, can be pro-rated first year	Cloud-based. Redaction, Security and Compliance (HIPPA and CJIS),SOC 2 Security Audit - encryption and threat monitoring, Reporting, Payment Invoicing and Records, Automated routing, message templates, Automated tracking, Workflow, key word search capability, tracks staff time, custom reports, ability to save draft redactions with redaction for unlimited users, batch and draft redaction, Optical Character Recognition, retention built in, custom .url, control staff permissions for confidential records	Offers Slack as a tool for 3rd party payment option, no extra cost, can extract .pst and .msg files, unlimited staff users with 10 Admin/publisher users, keyword search to connect with our Code, the audit trail consists of both staff and requestor view, history from beginning to end of cycle, search-based batch redaction, automatically generates both redacted and original versions, hosts all file types, is credit card (PCI compliant), can create custom invoicing templates, autosaves, built in risk module for potential risk of divulging confidential data, full text search	Export from Laserfiche that links documents to the Portal.
Just FOIA (Mcci)	Yes	\$10,800 recurrent annual fee, setup fee is \$3,750	\$14,500, 5% annual increase	Cloud-based. Redaction, Security and Compliance, SOC2 certified, Reporting, Payment Invoicing and Records, Automated routing, message templates, Automated tracking, Workflow, tracks staff time	Auto Redact, Does not provide key word search	Laserfiche vendor with full integration
Granicus (GovQA)	Yes	\$8014.30 - with redaction package. \$7,000 for PD separately	\$15,014.30 with PD added	Cloud-based. Redaction (per each user), Reporting, automated workflows, HIPPA and CJIS security compliance, Microsoft Azure Cloud security, email extractor, payments module, unlimited users,	Does not provide key word search capability, Does not show timeline history, redaction license needed per user, Police Department and City Hall separate reporting	Laserfiche integration, Video redaction is an additional module at cost, payment option is with authorize.net at a cost of \$5000 to \$8,000 depending on usage

 POLICIES AND PROCEDURES MANUAL (PROPOSED)	<i>Section:</i> City Clerk	<i>Department Head:</i> Maryanne Schrader, City Clerk
	<i>Subject:</i> Public Records Request Workflow	<i>City Manager Approval:</i>
<i>Policy Title:</i> Public Records Policy and Procedure	<i>Policy Number:</i> CC-22- XX	<i>Effective Date:</i> May x, 2022

1.1 Purpose: The purpose of the Public Records policy is to set forth consistent policy and procedure, in compliance with public records laws, to safeguard the integrity of records and provide public access to non-exempt public records.

1.2 Scope: To guide each department to process all public records requests to a centralized area, such as the City Clerk, who serves as the custodian of public records. This procedure will ensure the timely response to all records requests.

1.3 Definitions:

a. Florida Statutes, Chapter 119, Section 07 (§119.07 F.S.) The statutory obligation of the City of Crestview is to provide access or copies of a public record.

b. Public Records – 119.011(12) Documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, in compliance with Florida Statutes. (Subject to legal interpretation by Florida Courts)

c. Actual cost of duplication - Cost of the material and supplies used to duplicate the public record but does not include labor cost or overhead cost associated with such duplication.

d. Custodian - The elected or appointed City officer charged with the responsibility of maintaining the public records, or his or her designee. The Records Management Liaison Officer for the City of Crestview is:

Maryanne Schrader, MMC, MA, City Clerk
 198 N. Wilson Street, Crestview, Florida 32536
cityclerk@cityofcrestview.org
 850 2-1560 Option 2

e. “Reasonable conditions” do not refer to conditions that must be fulfilled before review is permitted, but to reasonable regulations that would permit the custodian of the records to protect them from alteration, damage, or destruction.

f. “Exempt records” – Those records identified as exempt under Chapter 119.

1.4 Policy:

a. The State of Florida has determined that providing access to public records is a statutory duty imposed by the Legislature upon all record custodians and should not be considered a profit-making or revenue-generating operation. The supervision and safekeeping of records is one of the prime duties that custodians assume when they take office, and the law fixes no compensation for such duties. This law provides that all materials made or received by a Florida local government agency in connection with official business is a public record.

b. Every person who has custody of a public record shall permit the record to be inspected and examined by any person desiring to do so, at any (1) reasonable time, (2) under reasonable conditions, and (3) under supervision by the Records Management Liaison Officer or their designee.

- 1) A waiting period may not be imposed before allowing access to public records. “Reasonable time” is that time allowed the custodian to retrieve the record and redact those portions that are exempt per statute.
 - a) If satisfying the request immediately would unduly interfere with the operation of the department, the custodian will arrange a mutually satisfactory time for fulfilling the request. This will vary according to the number of records requested, the number of years being reviewed, the department’s filing system, storage of the records, etc.
- 2) “Reasonable conditions” do not refer to conditions that must be fulfilled before review is permitted, but to reasonable regulations that would permit the custodian of the records to protect them from alteration, damage, or destruction.

1.5 Procedure:

When a request is made to inspect or duplicate a record:

- 1) Upon receipt of a request to the City Clerk/RMLO, the City Clerk will log in the request and send an acknowledgement of receipt to the requestor via email within *two business days*. For requests received by any other means, an acknowledgement letter is only necessary if the request cannot be fulfilled within two business days. Individuals are not required to identify themselves or make the request in person, in writing or in any other particular format, nor give a reason for such request.
- 2) Individuals may not be denied access to records due to the lack of specifics of the record they wish to inspect or copy.
- 3) While written requests ***are not required***, the City Clerk has developed internal instructions for written requests in the duplication of public records.
 - a. Public Records Request forms are available *upon request* in the office of the City Clerk for the convenience of the public and to accurately compile the requested record(s).

- b. Requests received by telephone or other verbal communication will be recorded on the Public Records Request form by the clerical staff member receiving the verbal request to ensure the request was received accurately.
- 4) The City is not required to produce a record that does not exist.
 - 5) Staff is not required to verbally provide information from records. The statutory obligation of the City is to provide access to, or copies of the public records being requested.
 - 6) Staff is not required to produce records in a particular form or format if the records are not ordinarily created, filed, produced, maintained, or used in that form by the City.
 - 7) If any attorney requests the examination or duplication of records or information on which a lawsuit is pending with the City, the City Attorney shall be contacted and advised of same. The City Attorney will determine the City's response to the request.
 - 8) Upon receipt of a public records request from the City Clerk/RMLO, the responsive department shall respond to the City Clerk in a reasonable time, considering the extent and nature of the request. The department shall within five business days of receipt of the request:
 - Deliver an estimate of fees that may be incurred in the processing of the request (determined by the cost of the highest paid staff member acting upon the request (if it takes longer than the thirty (30) minutes time schedule), so the City Clerk may invoice the requestor.
 - Public Records Fee =
 - (Hourly base rate of pay + Hourly value of benefits) x hours worked on request
 - Notify the City Clerk of an estimated time of completion.
 - Notify the City Clerk if requested records do not exist.

FEES

A fee may not be imposed for the mere inspection and examination of public records by the general public unless the nature or volume of the public records to be inspected is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance.

Uniform fees for copies, per page, are as follows:

14" x 8 1/2" or less, one-sided	\$0.15
14" x 8 1/2" or less, two-sided	\$0.20
11" x 17"	\$0.25
Diskette or CD when appropriate.....	\$1.00

Certified copies, per page, in addition to copy fee.....\$1.00

Audio Recordings.....Actual Cost of Duplication plus administrative fees.

Revision Date:

Outside Reproduction..... *Actual Cost of Duplication plus administrative fees.
Outside production is required for duplication of larger, specialty records, such as construction plans, photographs, etc.

Extensive Clerical or Supervisory Assistance.

- 1) There shall be no charge for the first 30 minutes, as the word “extensive” has been defined to mean if it takes longer than thirty minutes to locate, review, redact, copy and or compile information.
- 2) If the nature of the volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the department or division involved, in addition to the actual cost of duplication, a special service charge may be imposed. The charge shall be reasonable and based upon the labor costs actually incurred or attributable to the City for the clerical or supervisory assistance required of such personnel providing the service, including the rate of pay, benefits, for the pay grade of each employee researching and compiling the information.
- 3) The estimated costs of extensive research and copying must be paid in advance. Any difference will be collected or refunded when materials are made available.

Forms and Attachments: Public Records Request Form

Authority: Florida Statute Chapter 119, Code of Ordinances, Resolution, or direction of the City Clerk