



**CITY COUNCIL AGENDA
REGULAR COUNCIL MEETING
May 23, 2022
6:00 p.m.
Council Chambers**

The Public is invited to view our meetings on the City of Crestview Live stream at <https://www.cityofcrestview.org> or the City of Crestview Facebook Page.

- 1. Call to Order**
- 2. Invocation, Pledge of Allegiance**
 - 2.1. Pastor Jagger Eastman - Crosspoint South
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
- 6. Consent Agenda**
 - 6.1. MOA for Rabies Control Program
 - 6.2. Approval of May 9, 2022 City Council Minutes
- 7. Resolutions/ Public Hearing**
 - 7.1. Public Hearing and Reading of Resolution 2022-15 - Foxwood Addition Water Acquisition
- 8. Public Hearings / Ordinances on Second Reading**
 - 8.1. Ordinance 1862 - Antioch Road Comprehensive Plan Amendment
 - 8.2. Ordinance 1863 - Antioch Road Rezoning
 - 8.3. Ordinance 1871 - Antioch Road Annexation
 - 8.4. Ordinance 1872 - Antioch Road Comprehensive Plan Amendment
 - 8.5. Ordinance 1873 - Antioch Road Rezoning
 - 8.6. Ordinance 1866 - Hwy 85 & Garden St Annexation

8.7. Ordinance 1867 - Hwy 85 & Garden St. Comprehensive Plan Amendment

8.8. Ordinance 1868 - Hwy 85 & Garden St Rezoning

8.9. Ordinance 1869 - W James Lee Comprehensive Plan Amendment

8.10. Ordinance 1870 - W James Lee Rezoning

9. Ordinances on First Reading

9.1. Historic Preservation Board Conversion

10. Action Items

10.1. Appointment of Karen Brown to the Crestview Housing Authority

10.2. Presentation on Collector Roads to the Bypass

10.3. LED Street Light Conversion

10.4. Digital Forensic Workstation Purchase

10.5. Financial Update

11. Comments from the Audience

12. City Clerk Report

12.1. January - May, 2022 Memo

13. City Manager Report

13.1. Quit Claim Deed/Vacation of Easement near Farmer Street

14. Comments from the Mayor and Council

14.1. Designation of Delegates for the 2022 FLC Annual Conference

15. Adjournment

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



Staff Report

CITY COUNCIL MEETING DATE: May 23, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Gis
DATE: 5/18/2022
SUBJECT: MOA for Rabies Control Program

BACKGROUND:

Following the City taking over animal control services duties, a number of necessary actions have been taken, including those that provide for collaboration with outside agencies where needed.

DISCUSSION:

The attached Memorandum of Agreement provides for the means and methods by which the City of Crestview Animal Services will work with the Florida Department of Health in Okaloosa County to consolidate their rabies control program. This MOA allows for the collaboration of Animal Services and the DOH in regard to treatment, control and other procedures that pertain to rabies control and prevention. This MOA will further our ability to protect the health and safety of the population of Crestview and Okaloosa County.

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.

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

There is no financial impact imposed by approval of this MOA.

RECOMMENDED ACTION

Staff respectfully requests approval of the MOA and authorization to allow the Mayor to execute the document.

Attachments

1. CoC Animal Services MOA 04272022

**MEMORANDUM OF AGREEMENT
FOR
CITY OF CRESTVIEW ANIMAL SERVICES RABIES SERVICES**

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into between the Florida Department of Health in Okaloosa County (DOH-Okaloosa County or Department) and City of Crestview, Animal Services (Animal Services) for the mutual benefit of parties involved in the interest of protecting the health and safety of the population of Okaloosa County and consolidating the rabies control program.

WHEREAS, the Department is responsible for the public health system in Okaloosa County, which is designed to promote, protect, and improve the health of its citizens; and

WHEREAS, the parties would like to collaborate to consolidate the rabies control program;

NOW, THEREFORE, the parties agree as follows:

- I. Recitals:** The Parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.
- II. Purpose:**
 - A. This MOA delineates responsibility of the Department and the Provider for activities related to rabies control in the City of Crestview, Florida.
 - B. This MOA serves as the Scope of Work between the Provider and the Department.
- III. Scope:**
 - A. The provisions of this MOA apply to activities to be performed by the Department and the Provider.
 - B. No provision in this MOA limits the activities of the Department in performing local and state functions.
- IV. The Florida Department of Health in the City of Crestview responsibilities:**
 - A. Assume responsibility of the City of Crestview Animal Services program regarding animal bite investigations, as expressed in Chapter 64D-3 of the Florida Administrative Code and in, the Rabies Control and Prevention in Florida, 2016 Guidebook. Those duties include:
 1. Search for and attempt to locate animals involved in the bite attack once reported to the agency by victims or by health care providers.

**MEMORANDUM OF AGREEMENT
FOR
OKALOOSA COUNTY ANIMAL CONTROL RABIES SERVICES**

2. Coordinate with the City of Crestview Animal Services to confine animals not currently vaccinated if owner is unable to meet home observation guidelines for the duration of the observation period. DOH-Okaloosa will verify the animal's health at the end of observation.
 3. Observe the animal under confinement for signs of rabies, if deemed necessary.
 4. Enable the removal of any animal heads for rabies testing as appropriate.
 5. Package and ship rabies sample to a Florida Department of Health branch laboratory.
- B. Provide medical consultation regarding anti-rabies treatment for victims.
- C. Perform surveillance of post-exposure prophylaxis use and report to the State Health Office.
- D. Notify victims of the rabies test results of submitted animal specimens.
- E. Release animal at the end of the confinement period and notify all parties.
- F. Aid in a court of law, when needed, with the enforcement of rabies control regulations.
- G. Provide technical assistance regarding animal status determinations.
- H. Make available access to rabies guidebooks, legislative material, and other rabies documents as appropriate.
- V. The City of Crestview Animal Services responsibilities:**
- A. Assume the responsibility of Crestview Animal Services animal rabies control program regarding animal bite investigations, as expressed in Chapter 64D-3 of the Florida Administrative Code and in the Rabies Control and Prevention in Florida 2016 guidebook. Duties related to those responsibilities include:
1. Search for and attempt to locate animals involved in bite attack once reported to the agency by victims or by DOH-Okaloosa.
 2. Notify DOH- Okaloosa of any bites involving humans.
 3. Confine animals if unable to be kept on owner observation.
 4. Observe animals under observation for signs of rabies.
 5. Coordinate with DOH-Okaloosa with removal of specimens for testing when needed.

**MEMORANDUM OF AGREEMENT
FOR
OKALOOSA COUNTY ANIMAL CONTROL RABIES SERVICES**

- B. Advise DOH-Okaloosa when actions in a court of law are needed to enforce rabies regulations in the interest of involving both parties to the memorandum in such actions.
- C. Promptly notify DOH-Okaloosa when any of the following occurs:
1. The death of an animal under confinement.
 2. The escape of an animal under confinement.
- D. Honor FS 381 provisions relative to the confidentiality of animal bite patient records
- VI. Both Parties mutually agree to the following:** That this Memorandum will not supersede any applicable laws, rules, or policies of either party.
- VII. Term:** This Memorandum of Agreement will remain in effect for one year and will automatically renew for additional one-year periods thereafter until the Memorandum of Agreement is terminated by either party.
- VIII. Termination at will:** This MOA may be terminated by either Party without cause upon no less than thirty (30) calendar days' notice in writing to the other Party unless a lesser time is mutually agreed upon in writing by both Parties.
- IX. Authority:** Each individual executing this MOA on behalf of a Party represents and warrants that he/she has the full power and authority to do so.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed by their officials thereunto duly authorized.

Elizabeth Smith, MSN, RN

Administrator

Check branding name

J.B. Whitten

Mayor

City of Crestview

Date

Date



Staff Report

CITY COUNCIL MEETING DATE: May 23, 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: 5/16/2022
SUBJECT: Approval of May 9, 2022 City Council Minutes

BACKGROUND:

Routine approval of minutes from prior meeting.

DISCUSSION:

City Council reviewed minutes in agenda packet.

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

City Clerk requests a motion to approve the minutes of May 9, 2022.

Attachments

1. 05112022 City Council Minutes Draft

City Council Minutes - DRAFT
May 9, 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 Andrew Rencich, Council members: Shannon Hayes, Doug Capps, Cynthia Brown, and Joe Blocker. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jon Holloway, and various staff members.

2. Invocation, Pledge of Allegiance

2.1. Invocation given by Pastor Josh Neel of Hope City Community Church

The Invocation and Pledge of Allegiance was led by Pastor Josh Neel of Hope City Community Church.

3. Open Policy Making and Legislative Session

Mayor JB Whitten explained the rules and procedure and stated a quorum was present.

4. Approve Agenda

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

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

5. Presentations and Reports – Nothing brought forward.

6. Consent Agenda

Motion by Council member Douglas Capps and seconded by Council member 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. 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

Mayor JB Whitten opened the Public Hearing and second reading ordinances.

Senior Planner Nick Schwendt said we fall under the County Local Mitigation Strategy. He explained that the plan requires updating. The efficient way for future updates is by repealing Ordinance 1864 by ordinance and then approving the plan by resolution. He asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance 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 called for comment from the Council and the public. Hearing none, he called for action.

Motion by Council member Shannon Hayes and seconded by Council member Cynthia Brown to adopt Ordinance 1864, Repeal of the 2016 Local Mitigation Strategy on second reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes.
Motion carried.

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

Senior Planner Nick Schwendt introduced Ordinance 1865 explaining the new processes regarding the section on animals and the need to update the ordinance. He then asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance 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 called for comment from the Council and the public. In hearing none, he called for action.

Motion by Council member Andrew Rencich and seconded by Council member Joe Blocker to adopt Ordinance 1865 - Repeal and Replace Chapter 10 - Animals on second reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes.
Motion carried.

8. Ordinances on First Reading

8.1. Ordinance 1866 - Hwy 85 & Garden St Annexation

Senior Planner Nick Schwendt stated this is the first reading of Ordinance 1866 Highway 85 and Garden Street Annexation. He explained the next three ordinances are regarding Highway 85 and Garden Street. He mentioned the property is currently vacant and a development plan has not been submitted.

Senior Planner Nick Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance 1866 by Title: 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.

Mayor JB Whitten called for comment from the Council.

Council member C. Brown asked if we knew what was planned, and Senior Planner Nick Schwendt replied that he did not.

Mayor JB Whitten called for comment from the public, and Bart Smith came forward stating he is representing his client and available to answer any questions.

Mayor JB Whitten closed the Public Hearing at 6:15 p.m. and called for action.

Motion by Shannon Hayes and seconded by Cynthia Brown to approve Ordinance 1866, Highway 85 and Garden Street Annexation, on first 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 1867 - Hwy 85 & Garden St. Comprehensive Plan Amendment

Senior Planner Nick Schwendt stated this is the first reading of Ordinance 1867, Highway 85 and Garden Street Comprehensive Plan Amendment stating the applicant has requested the change.

Senior Planner Nick Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing for Authority; Providing for Findings of Fact; Providing for Purpose; Providing for Changing the Future Land Use Designation from Okaloosa County Mixed Use to Commercial (C) on Approximately 1.75 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.

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

Motion was made by Council member Andrew Rencich and seconded by Council member Joe Blocker to approve Ordinance 1867, Highway 85 and Garden Street Comprehensive Plan Amendment 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.

8.3. Ordinance 1868 - Hwy 85 & Garden St Rezoning

Senior Planner Nick Schwendt stated this is the first reading of Ordinance 1868, Highway 85, and Garden Street Rezoning.

Senior Planner Nick Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: 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.

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

Motion was made by Council member Andrew Rencich and seconded by Council member Shannon Hayes to approve Ordinance 1868 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.

8.4. Ordinance 1869 - W James Lee Comprehensive Plan Amendment

Senior Planner Nick Schwendt stated this is the first reading of Ordinance 1869, W. James Lee Comprehensive Plan Amendment. It is the property at the end of Carr Drive. The applicant requests a change in the zoning. Tractor Supply is the owner, and they want to shore up the property lines, as the rear loading area touches the property line. They want to rezone their property to be consistent with the entire property.

Senior Planner Nick Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing for Authority; Providing for Findings of Fact; Providing for Purpose; Providing for Changing the Future Land Use Designation From 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.

Mayor JB Whitten called for comment from the Council.

Council member D. Capps voiced concern about creating a thoroughfare on Carr Drive. Senior Planner Nick Schwendt replied that the applicant is not changing the way it is now, so it should not increase commercial traffic.

Mayor JB Whitten called for comment from the public, and in hearing none, called for action.

Motion was made by Council member Shannon Hayes and seconded by Council member Joe Blocker to approve Ordinance 1869 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.

8.5. Ordinance 1870 - W James Lee Rezoning

Senior Planner Nick Schwendt stated this is the first reading of Ordinance 1870, West James Lee Rezoning. He explained that the piece will be zoned for commercial use, as they plan to redevelop. He added an application has not been submitted yet.

Senior Planner Nick Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: 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.

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

Motion was made by Council member Andrew Rencich and seconded by Council member Douglas Capps to approve Ordinance 1870 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.

8.6. Ordinance 1871 - Antioch Road Annexation

Senior Planner Nick Schwendt stated this is the first reading of Ordinance 1871, Antioch Road Annexation located at 4928 Antioch Road. The development application has not been received.

Senior Planner Nick Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance Annexing to the City of Crestview, Florida, ± 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.

Mayor JB Whitten called for comment from the Council and the public.

Chris Linnan came forward to speak against the commercial annexation.

Rhonda Davis came forward and voiced concern about the traffic, stating there are multiple car crashes. She mentioned the metal guard rail and vegetation which makes it hard to see. She was concerned about the drainage and flooding issues. She added a creek is between her property and the property on the agenda. She mentioned the noise, stating the creek carries sound. She voiced concern about the property values.

Mayor JB Whitten called for action.

Motion was made by Council member Andrew Rencich and seconded by Council member Shannon Hayes to approve Ordinance 1871 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.

8.7. Ordinance 1872 - Antioch Road Comprehensive Plan Amendment

Senior Planner Nick Schwendt stated this is the first reading of Ordinance 1872, Antioch Road Comprehensive Plan Amendment. He said Antioch is classified as a collector road. Staff has reviewed the current use, as well as future use and the existing businesses. The County zoning uses were also reviewed. He added we could require buffering for commercial use to ease noise levels. He added we would require a traffic analysis and can require mitigation upon the results of the analysis. He also mentioned the wetlands in the area.

Senior Planner Nick Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing for Authority; Providing for Findings of Fact; Providing for Purpose; Providing for Changing the Future Land Use Designation from Okaloosa County 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.

Mayor JB Whitten called for comment from the Council.

Discussion ensued on the traffic and wetlands. City Manager Tim Bolduc said the area will have to be surveyed, and a stormwater study would need to be done. He said the county has done studies, which we are reviewing. With the success of the golf course, we know we will have to make traffic improvements adding the intention is to allow for commercial use.

Mayor JB Whitten called for comment from the public.

Erika Linnan came forward and addressed concern regarding the noise and traffic problems. She mentioned the property is on wet ground. She added she does not want commercial use. She added her vehicle has been hit by golf balls.

Chris Linnan came forward and voiced concern on trash issues. He said wild animals are attracted to the trash. He does not want alcohol sales near his home. He noted issues from pollution such as lights, noise, and smog. A go-cart course would impact the problems more. He would like to petition the city to cease and desist.

Mayor JB Whitten closed the comments at 6:48 p.m. and called for action.

Motion was made by Council member Cynthia Brown and seconded by Council member Shannon Hayes to approve Ordinance 1872 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.

8.8. Ordinance 1873 - Antioch Road Rezoning

Senior Planner Nick Schwendt stated this is the first reading of Ordinance 1873, Antioch Road Rezoning. He said the Planning Development Board has requested a stipulation that the future development order come back to the Planning Development Board for consideration.

Senior Planner Nick Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: 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.

Mayor JB Whitten called for comment from the Council.

City Manager Tim Bolduc explained that the planning agency moved it forward 3-2. He explained that the Planning Development Board is a recommending board, however, the recommendation from staff is to have us bring it back for additional comment. Additionally, we plan to add a section on the Planning Development agenda for an opportunity to see the developments. He suggested that the stipulation not deviate from our Land Development Code stating it could be approved with the stipulation to bring the development order back to the Planning Development Board for further comment. He added that it is our job to do the best job for the city.

Mayor JB Whitten called for comment from the public.

Erika Linnan mentioned she had asked the County about the governing body, and City Manager T. Bolduc explained the County cannot assign their approval to an outside agency, such as the approval of a development. She then asked the city manager to display the map for clarification, as she said there is no commercial zoning in the area.

City Manager T. Bolduc said the area is zoned commercial, as it is owned by the city. City Attorney Jon Holloway explained the use is zoned as public use and zoned for commercial.

Chris Linnan came forward to speak against the mixed use because of noise.

Mayor JB Whitten closed the public 6:59 p.m. and called for action.

Motion was made by Council member Shannon Hayes and seconded by Council member Andrew Rencich to approve Ordinance 1873 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

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

Senior Planner N. Schwendt introduced Resolution 2022-13, adoption of the 2021 Okaloosa County Local Mitigation Strategy. He noted the 2016 LMS was repealed earlier. He added it will not have a direct impact on the budget.

Senior Planner N. Schwendt asked the City Clerk to read the Resolution.

City Clerk Maryanne Schrader read the Resolution by title: 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.

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

Motion by Council member Andrew Rencich and seconded by Council member Joe Blocker to adopt Resolution 2022-13.

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

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

Senior Planner N. Schwendt presented Resolution 2022 - 14, to amend the Comprehensive Fee Schedule to include an update on animal control fees stating the fees will match the violations in the newly adopted Code.

Senior Planner N. Schwendt asked the City Clerk to read the Resolution.

City Clerk Maryanne Schrader read Resolution 2022-14 by title: 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.

Mayor JB Whitten called for comment from the Council.

Council member C. Brown asked about the citation on a stray animal and voiced concern that it would deter people from assisting. City Manager T. Bolduc explained that it is a deterrent for someone feeding numerous cats and creating a nuisance and making a complaint.

Mayor JB Whitten called for comment from the public. He called for action.

Motion by Council member Douglas Capps and seconded by Council member Shannon Hayes to adopt Resolution 2022-14.

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

10. Action Items

10.1. Emergency purchase and replacement of sewer lift station pipe

City Manager T. Bolduc said the next couple of items will be presented by students from the LEAD classes. This week marks our fourth class in the series stating decision making was a component.

Brian McCallum, Lindsay Garrett and Michael Clinton came forward to discuss the item and read the staff report between them. Lindsay Garrett mentioned the pipes need immediate replacement, and Michael Clinton said the repair lead time takes about twelve weeks. Funding will be transferred from the budget to prevent a potential environmental disaster.

Mayor JB Whitten called for comment from the Council.

In response to the concern of Council member S. Hayes on the condition of the pipes, Ernie Nolan from Jacobs came forward and said the issue was brought to the city two years ago. The area did not have a single valve, so in order to replace the pipes, we had to install a valve on Lloyd Street which was done recently. He added they want to replace the pipes with stainless.

In reply to Mr. Hayes on other concerns being addressed, City Manager T. Bolduc replied that Public Services is assessing the other lift stations.

Council member D. Capps voiced concern on the delays, and Lindsay Garrett said we will bypass it when we fix it. Ernie Nolan said part of the recent Lloyd project included a bypass. In addition, the pipe was replaced in Well #3.

City Manager T. Bolduc explained they are teaching "lead" principles no matter where they manage.

Mayor JB Whitten asked for public comment and then called for action.

Motion Council member Douglas Capps and seconded by Council member Joe Blocker to approve the emergency repair project not to exceed the amount of \$100,000.00.

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

10.2. Police accreditation contract

The next team comprised of Joshua Grace, Jean McCarthy, and Brandon Bolton.

Jean McCarthy read the staff report and Joshua Grace stepped forward to explain the process on policies and procedures to have the accreditation re-installed.

Mayor JB Whitten called for comment from the Council.

Council member C. Brown thanked Chief McCosker for the chance to get re-accredited and asked about a timeline. Joshua Grace replied we do not have a timeline, however, the department recently hired an accreditation manager.

In response to Council member S. Hayes and his question on pros and cons for accreditation, J. Grace replied our policies and procedures will be reviewed by the Florida Department of Law Enforcement which helps us with grant approvals, adding he could not provide anything against accreditation.

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

Motion Council member Andrew Rencich and seconded by Council member Cynthia Brown to approve the Commission for Florida Law Enforcement accreditation agreement and authorize the Mayor to execute the agreement.

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

10.3. Affordable Housing RFP Nomination

Senior Planner Nick Schwendt came forward to review the process of removing blight and the goal of raising the housing standard.

He went over the timeline for the bid opening and selection process. He went over the requirements of who would be included to serve on the committee mentioning Planning and Development Board member, Michael Gilbert was nominated. Nicholas Schwendt, Jordan Davis from the Building Permits division were included. The director asked citizen Felton Barnes to serve on the committee, as well.

Mayor Whitten suggested Ed Mitchell as a candidate, who also said he could volunteer.

In light of that suggestion, City Manager T. Bolduc said we reached out to Mr. Barnes, but he is confident that Mr. Barnes would be okay if Mr. Mitchell served.

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

Motion Council member Andrew Rencich and seconded by Council member Shannon Hayes to approve the committee members adding Ed Mitchell, as the citizen volunteer.

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

Motion carried.

City Manager T. Bolduc stated the committee review will be held June 8th at 2:00 p.m. He mentioned Council member Blocker was appointed in a previous meeting and suggested the Council appoint an alternate.

Council member S. Hayes nominated Council member Andrew Rencich with consensus from the Council to serve as an alternate, and Council member A. Rencich accepted.

10.4. Conceptual Plat - Lantern Ridge Subdivision - Unit Three

Senior Planner Nick Schwendt went over the details of the re-submittal of the conceptual plat for the 23 platted lots. Staff has determined all major technical requirements have been met. A traffic analysis has been received which Public Services is reviewing.

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

Motion Council member Shannon Hayes and seconded by Council member Cynthia Brown to accept the conceptual plat for Lantern Ridge Subdivision - Unit 3.

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

11. City Clerk Report

11.1. Public Records Request Portal

City Clerk M. Schrader updated the Council on the benefits of the public records workflow process and noted the findings of the team who reviewed the three solutions. Next Request was preferred for the overall benefits noting the Rapid Review process for redactions. It was noted that Next Request is a module for ArchiveSocial which the city already uses, so they are providing a significant discount.

Mayor JB Whitten called for comment from the Council.

Council member C. Brown noted the ability to reduce time for the records request, and Council member S. Hayes said it will cause us more money, if a mistake is made.

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

Motion by Council member Cynthia Brown and seconded by Council member Shannon Hayes to approve the purchase of Next Request in the amount of \$6,000 for the initial purchase and then \$7,200 annually.

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

12. City Manager Report

City Manager Tim Bolduc stated the students did a great job.

13. Comments from the Mayor and Council

Mayor JB Whitten asked for Council comments.

Council member D. Capps announced that a "Battle of the Badges" campaign is going on, as the fire and police are collecting food items for children.

Councilmember S. Hayes said the LEAD class is getting good training in presenting items to the public. He added there are going to be tough decisions going forward, noting he looks at the facts and the mitigating factors for all citizens of Crestview.

Council member C. Brown agreed stating change is hard. Sometimes with growth, things have to change, but we are working on building a better city for our citizens.

Council member J. Blocker asked about the relocations that cost \$74,000, and City Manager T. Bolduc explained the contract for construction management is based on time, and the sewer and utility relocations took more time than we had anticipated.

Council member A. Rencich said we are optimistic, as we are bringing in more commercial real estate as the Council and staff have streamlined the process to keep citizens in Crestview to spend their money.

Mayor JB Whitten mentioned the National Day of Prayer was well attended. He noted several upcoming happenings are the Arts for the Main Street and Car show on Saturday, May 14th from 10 to 2 p.m.; Community Chorus at Warriors' Hall on the 19th and 20th; he is hosting the banquet for the NWFLC in Ft. Walton Beach on May 20th, and the Bridgeway Mental Health Awareness Walk will be held at Twin Hills Park on May 20th.

14. Comments from the Audience

Mayor JB Whitten asked for any comments from the public.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:46 p.m.

Minutes approve this ___ day of ___, 2022.

Approved:

JB Whitten
Mayor

ATTEST:

Maryanne Schrader
City Clerk

Proper notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: May 23, 2022

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager, Michael Criddle, Public Services Director, Nicholas Schwendt, Gis
DATE: 5/19/2022
SUBJECT: Public Hearing and Reading of Resolution 2022-15 - Foxwood Addition Water Acquisition

BACKGROUND:

Okaloosa County has not historically been in the water business within the City of Crestview Foxwood Addition Subdivision area. Most of the surrounding area, including the Foxwood subdivision, is serviced for water by the City of Crestview. With the City servicing the surrounding area, the County was left to manage this small system on its own.

DISCUSSION:

In May 2021, the City sent an inquiry to the County requesting to perform a preliminary due diligence assessment of the County's Foxwood Utility System to determine the feasibility of an acquisition/transfer of the system to the City. The County agreed to perform such an assessment and initiated its effort shortly after receiving the inquiry from the City.

The due diligence analysis are made in the findings summarized below, and further explained within the attached Executive Summary:

- The current utility system impedes implementation of financially feasible local comprehensive water and wastewater plans.
- The proposed acquisition will allow the City and County to coordinate existing resources to avoid inefficient efforts in providing water and wastewater services in the region.
- The anticipated dept per customer in the transition area would substantially increase in order for the County to plan, construct and operate a water system with appropriate capacity to serve projected needs in ten years versus the City's relatively robust water capacity in the area. The costs of planning and building such a system are not being planned and would likely be prohibitive given the geographic distance from the County sewer system reach.
- The proposed acquisition would best permit current and future Economies of Scale resulting from the unified and coordinated provision of water and wastewater services by both parties.
- The City is the only provider able to serve both public water and wastewater in the foreseeable future at a cost that could be justifiably borne by rate-paying customers. Consequently, the County benefits by focusing its resources on expanding its utility systems where it has a current or future need for additional capacity.

As a result of the City's analysis, County staff concluded that it would be more feasible and economical for the City to service the Foxwood Addition water utility system. For that reason, the County asked that the City develop a plan for transition that would ensure that the utility system would maintain regulatory compliance,

minimize the rate impact on the existing customers, and transfer ownership of the utility system to the City, which has now resulted in the proposed resolution and Interlocal Agreement before you.

The City has developed a plan for moving forward with an acquisition with the County, completing the necessary improvements to the utility, and reducing the rate impacts on the rate payers of the systems over time.

Pursuant to Home Rule Authority provided by the Constitution of Florida and Chapter 180, Florida Statutes, the City has the power to purchase, sell, or privatize water, sewer or wastewater reuse utilities. In accordance with these and similar powers, the City staff has negotiated the terms of a purchase of the County's water utility assets located within the Foxwood Addition subdivision.

In determining that the potential acquisition is in the public interest, staff considered those factors listed in 80.301 of the Florida Statutes, and the analysis, as enumerated, in the attached Executive Summary.

Per the attached Executive Summary, it is recommended that the acquisition of the County's utility assets at Foxwood Addition to the City be found to be in the public interest, and as a result, the proposed Resolution be passed to approve and authorize the execution of the attached interlocal agreement and any acquisition documents that are required.

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

FINANCIAL IMPACT

The proposed financial impact, as stated in the Executive Summary, is the purchase price of \$327,500. Funding is available in ARPA monies, impact fees or current financing.

RECOMMENDED ACTION

Staff respectfully requests adoption of Resolution 2022-15, and move to the Mayor for signature.

Attachments

1. Attachment 1 (Executive Summary)
2. Attachment 3 (Form to sign)
3. Attachment 2 (Interlocal Agreement)

RESOLUTION: 2022- 15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, DIRECTING AND AUTHORIZING THE ACQUISITION OF SUBSTANTIALLY ALL OF THE ASSETS COMPRISING THE WATER UTILITY SYSTEM AT THE FOXWOOD ADDITION SUBDIVISION IN CRESTVIEW OWNED BY OKALOOSA COUNTY, FLORIDA; FINDING THAT THE ACQUISITION IS IN THE PUBLIC INTEREST AND SERVES A PARAMOUNT PUBLIC PURPOSE; APPROVING AND AUTHORIZING MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT OF PURCHASE AND SALE; APPROVING AND AUTHORIZING THE EXECUTION OF ACQUISITION CLOSING DOCUMENTS; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

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

SECTION 1 – AUTHORITY. Pursuant to Article VII, Florida Constitution and chapter 180, Florida Statutes, the City Council (“Council”) of the City of Crestview (the “City”) has the power to purchase, sell, or privatize water, sewer, or wastewater reuse utilities.

SECTION 2 – INCORPORATION BY REFERENCE. The Executive Summary, including a description of the Okaloosa County (the "County") Foxwood Addition water utility system and facilities within Crestview (the “System”), a statement concerning the most recent income and expense statement, a statement concerning the most recent available balance sheet, a description of the system’s physical condition, a statement on the reasonableness of the price, a statement on customer impacts, a statement on additional investments required by the City and the City’s ability and willingness to make these investments, a description of any alternatives to acquisition by the City, and a statement regarding the ability of the City to operate acquired systems, presented at this public hearing and filed with the Clerk of Courts are hereby incorporated herein by reference and made a part hereof (hereafter referred to as the “Report”). The Report is attached hereto as Attachment 1. The Report is intended to be a statement demonstrating that the acquisition of the System is in the public interest.

SECTION 3 – FINDINGS It is hereby ascertained, determined and declared:

1. Pursuant to Article VII, Florida Constitution and chapter 180, Florida Statutes, the City has the power to purchase, sell or privatize water, sewer or wastewater reuse utilities.
2. The County owns and operates certain water production, treatment storage, transmission and distribution systems; wastewater collection, treatment and disposal systems; and reuse systems within the State of Florida.
3. The Council is required to hold a public hearing on the acquisition of the County System to the City of Crestview, in accordance with s. 180.301, Florida Statutes, to ensure that such acquisition serves the public interest. A public hearing was held on May 23, 2022. The public hearing was advertised in the Crestview News Bulletin which is a newspaper of general circulation within the County including within the City of Crestview. All interested persons had an opportunity to attend and participate and to file written comments.
4. City of Crestview ownership of the System will provide an opportunity for the City to:
 1. further develop a regional approach to the comprehensive supply, distribution, and treatment of water;
 2. achieve economies of scale relative to utility operations, maintenance, customer service and management;

3. ensure that the operation and maintenance of the System is done in a proactive and environmentally responsible manner;
4. stabilize rates over the long term, reduce inefficient expansion and optimize public infrastructure capacity investments;
5. focus on the appropriate expansion and interconnection of existing facilities and the construction of future facilities in a coordinated and uniform manner which ensures full regulatory compliance and improvements of environmental conditions in a fragile springshed area; and
6. coordinate the expansion and extension of facilities in a manner consistent with local government comprehensive planning.

SECTION 4 – DETERMINATION OF PUBLIC USE AND BENEFIT. Contingent upon the approval by the City of Crestview of water and wastewater rates to be effective on the closing date that meet the requirements set forth in the Interlocal Agreement for Purchase and Sale; and based upon its legislative findings incorporated in Section 3, the Council expressly determines that the acquisition of the System to the City, pursuant to the terms of the Interlocal Agreement for the Purchase and Sale of Utility Assets, by and between Okaloosa County, Florida, and the City of Crestview, attached hereto as Attachment 2; and the provision of water services through facilities owned by the City constitutes a paramount public purpose and is in the best interests of the health, safety, and welfare of affected ratepayers and the inhabitants of Okaloosa County that are within the Foxwood Addition subdivision service area of the System.

SECTION 5 – PUBLIC INTEREST DETERMINATION OF PURCHASE. In making the public interest determination concerning the transactions contemplated by the City relating to the acquisition of the System, the Council has considered numerous factors, including but not limited to those prescribed by s. 180.301, Florida Statutes.

SECTION 6 – APPROVAL OF THE INTERLOCAL AGREEMENT FOR THE PURCHASE AND SALE OF UTILITY ASSETS BY AND BETWEEN OKALOOSA COUNTY, FLORIDA, AND THE CITY OF CRESTVIEW. The Interlocal Agreement for the Purchase and Sale of Utility Assets by and between Okaloosa County, Florida, and the City of Crestview (“Purchase Agreement”), submitted to this public meeting is hereby approved in substantially the form attached hereto as Attachment 3. The Mayor is hereby authorized to execute said Purchase Agreement.

SECTION 7 – AUTHORITY TO CLOSE; APPROVAL OF ACQUISITION DOCUMENTS. The Mayor, staff and legal counsel are hereby authorized and directed to execute and deliver all documents, papers, and instruments (collectively, the “Acquisition Documents”) and take all actions necessary and proper to effect the acquisition of the System, as applicable. Execution of the Acquisition Documents by the Mayor shall be deemed to be conclusive evidence of approval of such Acquisition Documents.

SECTION 8 – APPLICABILITY AND EFFECTIVE DATE. This Resolution shall be liberally construed to affect the purposes hereof and shall take effect immediately upon its adoption.

Passed and adopted in regular session this 23rd day of May, 2022.

Approved:

Attest:

J. B. Whitten
Mayor

Maryanne Schrader
City Clerk

EXECUTIVE SUMMARY

TO: City Council

FROM: Tim Bolduc, City Manager

DATE: May 23, 2022

RE: Public Hearing and Resolution Considering the Sale of the Foxwood Addition water utility assets to the City of Crestview, Florida

RECOMMENDATION:

Staff (the "city staff") is presenting the City Council with a proposed Purchase and Sale Interlocal Agreement with Okaloosa County, Florida (the "County") containing the terms of the purchase and sale of the County's water utility facilities located within the Foxwood Addition subdivision in Crestview, Florida. If the Council desires to proceed with this acquisition under the presented terms, the Council must adopt a resolution, attached, directing and authorizing the acquisition of the real and personal property described in the Purchase and Sale Interlocal Agreement comprising certain water assets of the County (the "Utility Facilities").

BRIEF HISTORY OF UTILITY AND RECENT EVENTS:

Okaloosa County has not historically been in the water business within the City of Crestview Foxwood Addition subdivision are. It initially ventured into the public utility business in that area in the late 1990's per engineering as-built drawings. Most of the surrounding area, including the Foxwood subdivision, is services for water by the City of Crestview. The current customers served by the Foxwood Addition systems is 88 customers.

Foxwood Addition is contained in the same subdivision as the recently annexed Foxwood, which was acquired by the City of Crestview in March 2021. These two phases share the same infrastructure, specifically the water main on Eagle Drive. Additionally, the City has the ability to provide sewer where the County does not have the ability to do so.

In May 2021, the City requested to perform a preliminary due diligence assessment of the County's Foxwood Addition water utility system to determine the feasibility of an acquisition/transfer of the systems to the City. The County agreed to perform such an assessment and initiated its effort shortly after receiving the inquiry from the City.

Observations about the system include:

The City in its due diligence analysis made the findings summarized below:

- 1) The provision of water and wastewater services and facilities in an uncoordinated fashion and the provision of wastewater services and facilities through septic tanks or small privately-owned on-site disposal systems constitute impediments to the implementation of financially feasible local comprehensive water and wastewater plans. The proposed acquisition by the City effectively begins implementation of a unified plan to provide water and wastewater services through a single government-owned utility system responsive to the public demand for utility service now and in

the future, and for consistent protection of the environment, each of which represents a benefit to the public now and in the future.

- 2) The proposed acquisition will allow the City and the County to control and coordinate existing financial and physical resources to avoid inefficient effort in the provision of water and wastewater services in the region.
- 3) The anticipated debt per customer in the transition area would substantially increase in order for the County to plan, construct and operate a water system with appropriate future capacity to serve projected customers over the next ten years when compared to the City's relatively robust water capacity in the transition area currently. In addition, the County cannot currently serve sewer to customers in the transition areas. The costs of planning and building a system are not being planned and would likely be prohibitive given the geographic distance from the County sewer system reach. The proposed acquisition would best permit current and future economies of scale resulting from the unified and coordinated provision of water and wastewater services by both parties.
- 4) As a result of the foregoing, the transition area is best served by one public water system and one public wastewater system, and the City is the only provider able to serve both systems in the foreseeable future at a cost that could justifiably be borne by rate-paying customers. Consequently, the County also benefits by focusing its resources on expanding and enhancing its water and wastewater systems where it has a higher concentration of customers and anticipates a higher amount of growth in the foreseeable future.
- 5) The proposed acquisition provides a real and positive opportunity for the County and the City to focus its and their rate structures on more concentrated areas of service and best implement processes and procedures to conserve valuable water resources within, and as part of, the respective systems.

Following the City's analysis, the County staff reached the conclusion it would be more feasible and economical for the City to service the Foxwood Addition water utility system. For that reason, the County asked that the City develop a plan for transition that would ensure that the utility system would maintain regulatory compliance, minimize the rate impact on the existing customers, and transfer ownership of the utility system to the City, which has now resulted in the proposed Interlocal Agreement before you now.

The City has developed a plan for moving forward with an acquisition with the County. City and County will work together in the field on the water main connections/disconnections, final/initial meter reads and customer transition. There will be 3 main disconnections: Golf Course Drive, Eagle Drive and Arena Road.

REPORT:

General Description

Pursuant to Chapter 180, Florida Statutes, the City has the power to purchase, sell, or privatize water and/or wastewater utility facilities within the State of Florida. In accordance with these and similar powers, the City staff has negotiated the terms of a purchase and sale with Okaloosa County of the County's water utility assets located within the Foxwood Addition subdivision.

As outlined earlier, the City and County's acquisition teams have spent substantial time and effort investigating this potential purchase, conducting due diligence activities, and negotiating terms of a potential purchase.

Public Hearing Requirement

To provide for the public interest and welfare, the Council must address and balance numerous factors in considering this potential acquisition. Section 180.301, Florida Statutes, which relate to the purchase and sale of water, wastewater, or wastewater reuse facilities by a Municipality contains factors that are to be considered in determining if the acquisition is in the public interest. The following factors should be considered:

- (1) **Revenue analysis regarding the acquisition of the aforementioned County utility system assets.** Three years of annual revenue data were compiled (fiscal years 2018, 2019, and 2020) regarding the 88 customers in Foxwood Addition, in which the average of annual customer revenue totaled \$65,465.53, rounded to \$65,500 annually. It was agreed upon between the City and the County that five years of revenue was a fair payment; therefore, 5 years x \$65,500/year = \$327,500.
- (2) **A statement of the existing rate base of the utility for regulatory purposes.** The Okaloosa County utility system is a publicly owned system, and, as such, is not regulated by the Public Service Commission and does not have an identified rate base.
- (3) **The physical condition of the utility facilities being purchased, sold or subject to a wastewater facility privatization contract.** The Okaloosa County utility system at the Foxwood Addition subdivision has recently been evaluated by the County and the City. The utility facilities are considered to be physically sound and in good condition. The construction of the Foxwood Addition water system was completed in 1999 and is modern piping, with no major problems that the County is aware of.
- (4) **The reasonableness of the purchase, sale or wastewater facility privatization contract price and terms.** The negotiated purchase price of \$327,500 is based upon five years of estimated revenue generated by the 88 customers in Foxwood Addition and is entirely reasonable, and is the exact concept that is used by the County when it transfers a system to another governmental entity.
- (5) **The impacts of the purchase and sale on utility customers, both positive and negative.** The impacts of implementing the plan to transfer the system to the City include:
 - a. Continued ownership by a public entity, with additional water and sewer infrastructure and capacity for growth, including planned transition of septic to sewer..
 - b. Foxwood and Foxwood Addition, which are in the same area and followed a general development pattern, share the same infrastructure and will both be maintained and served by the City, ensuring a streamlined process for customers and the utility.
 - c. The City will provide Foxwood Addition, and eventually Foxwood, with sewer which the County cannot currently serve.
 - d. Without available grant funding, current septic customers may incur a cost to transition to sewer when aging septic systems fail.
- (6) **Any additional investment required and the ability and willingness of the purchaser or the private firm under a wastewater facility privatization contract to make that investment.** The City and County have conducted extensive due diligence.
- (7) **The alternatives to the purchase price, or wastewater facility privatization contract and the potential impact on utility customers if the purchase, sale, or wastewater facility privatization contract is not made.** The alternatives to the proposed City

acquisition include continued ownership and operation by the County. It is in the public interest that the City assume the long-range planning, management, financing, maintenance, and operations of utility facilities due to the reasons outlined above.

- (8) **The ability of the City to provide and maintain high-quality and cost-effective utility service.** As a governmental authority delivering water services to the surrounding area, the City is in a position to assume these important responsibilities from the County and to provide high quality, cost-effective service to the utility customers. The City as an ownership entity, has the advantage afforded to governmental owners, such as access to low-cost public financing and grants, but also some of the creativity and nimbleness of private sector management and operations.

Upon acquisition by the County to the City, the 88 customers in Foxwood Addition would see a water (not sewer) rate decrease of approximately 39%, based on a monthly residential single family use of 4,500 gallons.

PUBLIC INTEREST:

Upon consideration of the above factors, it is recommended that the acquisition of the County's Utility assets at Foxwood Addition to the City be found to be in the public interest.

ATTEST:

CITY OF CRESTVIEW, FLORIDA

City Clerk

(SEAL)

By: _____
Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ on behalf of _____, who is personally known to me or who has produced _____ as identification.

(Notary Stamp)

Notary Public
Printed Name:
License No:
Expiration Date:

**INTERLOCAL AGREEMENT FOR
THE PURCHASE AND SALE OF
UTILITY ASSETS ASSOCIATED WITH FOXWOOD
ADDITION**

By and Between

OKALOOSA COUNTY, FLORIDA

Seller,

and

CITY OF CRESTVIEW, FLORIDA

Purchaser

_____, 2022

INTERLOCAL AGREEMENT
FOR THE PURCHASE AND SALE OF UTILITY ASSETS

This Interlocal Agreement for the Purchase and Sale of Utility Assets (the “Purchase Agreement”) is made and entered into this ____ day of _____, 2022, by and between Okaloosa County, a political subdivision of the State of Florida (“County” or “Seller”), and the City of Crestview, a municipal corporation of the state of Florida (“City” or “Purchaser”), hereafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Seller owns and maintains water infrastructure within what is commonly known as the Foxwood Addition plat, consisting of potable water mains, services, meters, and associated parts, (collectively, the “Utility System”), serving customers within the unincorporated area of the County pursuant to its home rule authority and authority provided pursuant to Florida law; and

WHEREAS, the Utility System is interconnected with the utility assets associated with a residential subdivision known as Foxwood Estates, which was annexed into the incorporated City of Crestview in 2021, and which assets were acquired from the County to the City via an existing Interlocal Agreement known as Revised Water and Sewer Area Map entered into on May 15, 2001, Foxwood Addition is not within the incorporated areas of the City; and

WHEREAS, the Purchaser, pursuant to Section 180.02, Florida Statutes (the “Florida Interlocal Cooperation Act”), is authorized to acquire the Seller’s Utility System and has the power and authority under certain circumstances to provide potable water infrastructure and service outside of its corporate limits when desirable or necessary to promote the public health, safety, and welfare; and

WHEREAS, the Seller desires to transfer and the Purchaser desires to acquire the Utility System of the Seller for the consideration and on the terms and subject to the conditions set forth in this Purchase Agreement; and

WHEREAS, as required by law, the Seller and the Purchaser held public hearings on the proposed purchase and sale contemplated herein to determine whether such purchase is in the public interest; and

WHEREAS, this Interlocal Agreement for the Purchase and Sale of Utility Assets within Foxwood Addition is authorized pursuant to the provisions of Chapters 163, Florida Statutes, and other applicable law.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Recitals. The above Recitals are true and correct and are hereby incorporated into this Purchase Agreement by reference.

SECTION 2. Covenant to Purchase and Sell; Description of Purchased Assets.

a. Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the Purchased Assets (as hereinafter defined) upon the terms, and subject to the conditions precedent, set forth in this Purchase Agreement.

b. "Purchased Assets" shall include all assets and rights, which may be both tangible and intangible, that Seller owns, and which comprise the Utility System, including but not limited to:

i. All existing utility system infrastructure contained within the Foxwood Addition plat (Exhibit A), including but not limited to water mains, services, and all equipment contained within each meter box.

ii. All service area rights, responsibilities, and obligations to construct and maintain the utility system within the Foxwood Addition for purposes of providing water and/or sewer service to existing and future customers.

iii. Listing of each existing meter location with associated meter number, meter size, and service address and well as the final meter reading associated with each existing customer of the Seller.

iv. Copies of all sets of record drawings, including as-built drawings of the Utility System and rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form.

c. EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS PURCHASE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES GIVEN TO PURCHASER IN CONNECTION WITH THIS PURCHASE AGREEMENT.

SECTION 3. Purchase Price. The total consideration to be paid for the Utility System is the Purchase Price. Seller and Purchaser covenant and agree that the Purchase Price is to be paid to Seller upon Closing.

a. Cash Payment: Purchaser shall pay to Seller \$327,500 which is representative of 5 years of estimated revenue generated by the existing 88 water service connections.

c. Accounts Receivable: After Closing, and once the Purchaser completes all connections to the existing water infrastructure necessary to take over the provision of potable water service, a final meter reading will be obtained for each of the meters within Foxwood Addition. The associated customer utility accounts that were established with the Seller will be finalized utilizing the final reading, and the customers will be issued a final bill. Any customer

deposits held by the Seller will be applied to the customer's account prior to issuance of the final bill. Any debts owed at that time will be the Seller's responsibility to attempt to collect from the account holder. The Purchaser will establish new accounts for each meter location. The final meter reading taken by the Seller at each location will be used as the starting meter reading when the Purchaser establishes their own customer account for each responsible party within Foxwood Addition.

d. Capacity Expansion Charges: All existing Capacity Expansion Charges that have been paid by the property owners within Foxwood Addition to the Seller are for locations that have been connected to the public water system and therefore shall not be refunded to the customer, nor transferred in any part to the Purchaser.

SECTION 4. Representations and Warranties of Seller. As a material inducement to the Purchaser to execute this Purchase Agreement and perform its obligations hereunder, the Seller represents and warrants to the Purchaser as follows:

a. The Seller is a political subdivision of the State of Florida with all requisite power and authority, and has taken all requisite action necessary, to (i) enter into this Purchase Agreement, and (ii) perform all of the terms and conditions of this Purchase Agreement.

b. The governing body of Seller has approved Seller entering into this Purchase Agreement and has held all necessary public hearings required to authorize the Seller's sale of the Utility System, and Seller has taken or will take prior to Closing all other appropriate governmental actions required to be taken by the Seller.

c. This Purchase Agreement constitutes, and all other agreements to be executed by the Seller with respect to this Purchase Agreement will constitute, when executed and delivered, valid and binding obligations of the Seller, enforceable in accordance with their terms.

d. To the best of Seller's knowledge, the execution, delivery and performance of this Purchase Agreement will not violate any provision of law, order of any court or agency of government applicable to the Seller, or any bond, Certificate, indenture, agreement, or other instrument to which the Seller is a party, or by which it is bound.

e. To the best of Seller's knowledge, Seller's access to the utilities is pursuant to the utility easements and structures dedication as shown on the plat for Foxwood Addition as found in Plat Book 18, Page 59 of the public records of Okaloosa County, Florida. At time of closing Seller shall provide an Assignment of Interest to Purchaser for its interest within the utility easement and structures for purposes of providing water services. The County retains any right it may have, if any, in the roads, easements, parks, drainage and utility easements for other purposes.

f. Environmental Law Compliance.

i. Definitions.

(a) “Environmental Law” means any federal, state, or local statute, order, regulation, ordinance, or common law or equitable doctrine, relating to the protection of human health or the environment in effect as of the Closing Date and includes but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”)(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto and in effect as of the Closing Date and any conditions and requirements contained in any permits possessed by the Seller from any federal, state or local agencies necessary to operate the Utility System.

(b) “Hazardous Material” means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which the Seller conducts its utility operations including, without limitation, any material or substance that is defined as or considered to be a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “pollutant,” “toxic waste,” or “toxic substance” under any provision of Environmental Law.

(c) “Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by the Seller or related to Hazardous Materials generated by Seller.

(d) “Remedial Action” means all actions required to (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

ii. Representations of Seller regarding Environmental Law Compliance:

(a) To the best of Seller’s knowledge, the Utility System is in material compliance with all applicable Environmental Laws relating to the Utility System and the Seller is aware of no material liability thereunder, and there is no reasonable basis for the Seller to believe that any such liability exists.

(b) To the best of Seller’s knowledge, Seller has obtained all permits required, or has submitted application renewals for such permits in a timely manner under applicable Environmental Laws necessary for the operation of the Utility System as of the date of this Purchase Agreement.

(c) To the best of Seller’s knowledge, Seller has not received within the last three years notice of any violations or alleged violations of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental,

building, zoning, or other law, ordinance or regulation) relating to the Utility System, and to Seller's knowledge, there are no currently outstanding violations.

(d) To the best of Seller's knowledge, no polychlorinated biphenyl or asbestos-containing materials, in violation of any Environmental Law are, or have been, present on Utility System property when owned, operated, or leased by Seller, nor are there any underground storage tanks, active or abandoned, on Utility System property owned, operated, or leased by Seller.

(e) To the best of Seller's knowledge, there is no Hazardous Material in violation of any Environmental Law located on any Utility System site other than properly stored chemicals used for treatment (such as chlorine or Countymag); no Utility System site is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and there is no reasonable basis for Seller to be named in such claims or for any similar action to be brought against Seller.

(f) To the best of Seller's knowledge, no written or verbal notification of a Release of a Hazardous Material has been filed by or on behalf of Seller or any third party with respect to the Utility System. No Utility System property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.

(g) To the best of Seller's knowledge, no Hazardous Material has been released in material violation of Environmental Law at, on, or under any Utility System property.

g. To the best of Seller's knowledge there are no current actions, suits or proceedings at law or in equity pending or, to the Seller's knowledge, threatened against the Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility System or any of the Purchased Assets or the Seller's right and ability to enter and perform its obligations under this Purchase Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. To the Best of Seller's knowledge, the Seller is not in default with respect to any Certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility System or any of the Purchased Assets. The Seller agrees and warrants that it shall have a continuing duty to disclose to Purchaser up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the Utility System.

j. To the best of Seller's knowledge, there are no facts known to Seller which have or would have a material adverse effect upon the physical condition of the Utility System or the Purchased Assets which are not readily observable or which have not been disclosed or provided to Purchaser in connection with this transaction.

k. To the best of Seller's knowledge, no representation or warranty made by the Seller in this Purchase Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

l. To the best of Seller's knowledge, no part of the Utility System's plant utility facilities, other facilities, or property was acquired by Seller through the use of eminent domain.

SECTION 5. Representations and Warranties of Purchaser. As a material inducement to Seller to execute this Purchase Agreement and to perform its obligations hereunder, Purchaser represents and warrants to Seller as follows:

a. Purchaser is a municipal corporation of the state of Florida, with all necessary power and authority and has taken all requisite action necessary to (i) enter into this Purchase Agreement, and (ii) perform all of the terms and conditions of this Purchase Agreement.

b. The governing body of Purchaser has approved Purchaser entering into this Purchase Agreement and has held all necessary public hearings required to authorize the Purchaser's sale of the Utility System, and Purchaser has taken or will take prior to Closing all other appropriate governmental actions required to be taken by the Purchaser.

c. This Purchase Agreement constitutes, and all other agreements to be executed by Purchaser with respect to this Purchase Agreement, will constitute, when executed and delivered, valid and binding obligations of Purchaser, enforceable in accordance with their terms.

d. The execution, delivery and performance of this Purchase Agreement will not violate any provision of law, order of any court or agency of government applicable to Purchaser, nor any bond, indenture, agreement, or other instrument to which Purchaser is a party, or by which it is bound.

f. All necessary public hearings required to authorize Purchaser's purchase of the Utility System and Purchaser entering into this Purchase Agreement have been duly held and all appropriate governmental actions required to be taken by Purchaser will have been duly taken prior to the Closing Date.

SECTION 6. Conditions Precedent to Closing. The obligations of each Party to close the transaction contemplated by this Purchase Agreement are subject to the conditions that, on or before the Closing Date:

a. Neither Party is prohibited by decree or law from consummating the transaction.

b. There is not pending on the Closing Date any legal action or proceeding that prohibits the acquisition or sale of the Purchased Assets or prohibits Purchaser or Seller from closing the transaction or Purchaser from paying the Purchase Price, or that inhibits or restricts in

any material manner Purchaser's use, title, or enjoyment of the Utility System and Purchased Assets.

c. Each of the other Parties hereto has performed all the undertakings required to be performed by them under the terms of this Purchase Agreement.

d. There is not material adverse change in applicable law or in the condition or value of the Purchased Assets or the Utility System. For purposes of this Purchase Agreement, a "material adverse change" shall mean any event, condition, development or effect that, either individually or in the aggregate, shall have been, or insofar as can reasonably be foreseen will be, materially adverse to the business operations, assets, value or conditions (financial or otherwise) of the Utility System or the Purchased Assets.

e. All warranties and representations of the other Party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.

SECTION 7. Pre-Closing Conduct; Covenants. The Parties covenant to each other, and shall conduct themselves, as follows:

a. To the extent not previously provided to Purchaser, at the time of execution of this Purchase Agreement, Seller shall have furnished to Purchaser the following, to the extent they are in the possession of Seller, its employees, representatives, or agents (including engineers, surveyors and other contractors utilized by Seller):

i. Copies, including electronic and digital formats, of all plans and specifications showing the Utility System as now constructed (as-built), including any under construction, together with detailed engineering maps showing the water supply and distribution lines, pumps, tanks, wells, wastewater collection lines, lift stations, effluent disposal facilities, including public access reuse water, and appurtenances as now constructed, and all other facilities constituting the Utility System;

ii. Copies of Seller's schedules reflecting the rates, fees, and charges of Seller;

iii. A list of customers and contact information;

iv. Copies of any and all effective insurance policies with respect to the Purchased Assets and Utility System;

b. During the period between the Effective Date of this Purchase Agreement and the Closing Date, Seller shall:

i. Operate and maintain the Utility System and Purchased Assets in a normal and ordinary manner to ensure that the condition of the Utility System and the Purchased Assets remains in all material respects unchanged, normal wear and tear and usage excepted, and the

chemical, tool and equipment inventory on hand shall not be materially diminished or depleted unless required to be used by the Seller, in its absolute and sole discretion;

ii. Notify Purchaser within five (5) days of Seller's receipt of any notification from any person, business, or agency, including but not limited to any agency of the state or a local government, of any existing or potential Environmental Law violation;

iii. Not make any material changes to the Utility System or the Purchased Assets without the prior written consent of Purchaser, said consent to not be unreasonably withheld;

iv. Notify Purchaser within five (5) days of any event, activity or occurrence that has, or may have, a material adverse effect upon the Utility System or the Purchased Assets or this transaction;

v. Not enter any contract, lease, certificate or agreement that materially and directly effects the Utility System or the Purchased Assets without the prior written consent of Purchaser, said consent to not be unreasonably withheld;

vi. Develop with Purchaser a transition plan to ensure the orderly transfer of assets and operations;

vii. Not enter into any additional long or short term debt or other financial obligation related to the Utility System and not make any transfers from the Utility System Funds except to make debt service payments or to pay other Utility System obligations subject to Purchaser approval.

c. The risk of loss, injury, or destruction of the Utility System and Purchased Assets shall be on the Seller until the Closing Date.

SECTION 8. Termination of Agreement.

a. This Purchase Agreement may be terminated (i) by mutual written consent of the Parties, (ii) by either Party if the transactions contemplated hereby have not closed on or before the time required for Closing. Either party may terminate this Agreement without cause upon five (5) days notice.

SECTION 9. Closing Date and Closing.

a. The Parties shall use their best efforts to close this transaction ("Closing") on or before June 30, 2022, at a location mutually acceptable to both Parties. As used in this Purchase Agreement, the term "Closing Date" shall mean the date on which the Closing occurs, but in no event shall the Closing Date be extended beyond December 31, 2022, unless a later date is agreed upon in writing by the Parties.

b. At Closing:

Purchaser shall pay the Purchase Price as required under Section 3 of this Purchase Agreement, subject to any adjustments as provided for in this Agreement; Title to the Purchased Assets shall be conveyed to Purchaser by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances. Seller shall further provide to Purchaser such other instruments of conveyance as shall be, in the reasonable opinion of Purchaser, its counsel and Title Agent, necessary to transfer the Utility System and Purchased Assets in accordance with this Purchase Agreement and, when necessary or desirable, in recordable form;

c. Seller shall assign to Purchaser its right, title and interest in the Foxwood Addition plat dedication as it relates solely to the use of the utility easement and structures for water and/or sewer services.

d. All transfers required or necessary to carry out the intent and purpose of this Purchase Agreement shall take place, unless waived or extended by mutual consent.

e. Each of the Parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Purchase Agreement, and any documents associated with the Closing.

f. All bills for services, materials and supplies rendered in connection with the construction, operation and maintenance of the Utility System prior to the Closing Date, including but not limited to electricity, phone service, and payroll for a period up to and including the Closing Date, shall be paid by Seller. Purchaser shall be responsible for all such costs and expenses incurred subsequent to Closing.

g. Each Party shall deliver to the other Party a certificate in writing stating that the Party is not prohibited by decree or law from consummating the transaction contemplated hereby, that there is not pending on the Closing Date any legal action or proceeding that hinders the ability of either Party to close the transaction, and that all warranties and representations of such Party contained in this Purchase Agreement are true and correct in all material respects as of the Closing Date.

SECTION 10. General Provisions.

a. This Purchase Agreement, the Exhibits hereto, and the documents referred to herein, collectively embody the entire agreement and understandings between the Parties and there are no other agreements or understandings, oral or written, with reference to this Purchase Agreement that are not merged into and superseded by this Purchase Agreement. This Purchase Agreement may be executed in one or more counterparts, each of which shall be considered an original.

b. This Purchase Agreement is entered into solely for the benefit of the Parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than successors and assigns), who or which is not a formal party hereto.

c. Any notice or other document required or permitted to be given pursuant to the provisions of this Purchase Agreement shall be in writing and shall be delivered personally, by recognized overnight courier, or sent by certified mail, postage prepaid, return receipt requested, or by electronic or facsimile transmission with written confirmation to the following:

i. If to Seller, such notice shall be delivered at:

Nicole Nabors, CPA, CAM
1804 Lewis Turner Boulevard, Suite 300
Fort Walton Beach, Florida 32547

ii. If to Purchaser, such notice shall be delivered at:

Wayne Steele
P.O. Box 1209
Crestview, Florida 32536

d. The headings used are for convenience only, and they shall be disregarded in the construction of this Purchase Agreement.

e. The drafting of this Purchase Agreement was a joint effort of the Parties, and in the interpretation hereof, it shall be assumed that no Party had any more input or influence than any other.

f. This Purchase Agreement and the rights of the Parties shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to the conflict of laws rules thereof.

g. If any one or more of the provisions of this Purchase Agreement is held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Purchase Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Purchase Agreement; provided, however, that the public interest in the terms set forth herein is not substantially adversely impacted.

h. Except as provided herein, no amendment or modification of this Purchase Agreement shall be binding upon the Parties unless evidenced in a writing signed by duly authorized officers of each Party. Any waiver on the part of any Party of any provision or condition of this Purchase Agreement must be in a writing signed by the Party to be bound by such waiver.

i. The Exhibits referred to in this Purchase Agreement are incorporated herein by reference.

j. Except as provided for herein, this Purchase Agreement may not be assigned without the prior written consent, which consent may not be unreasonably withheld or denied, of the non-assigning Party. If properly assigned, this Purchase Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns. Notwithstanding the foregoing, Purchaser may collaterally assign its rights hereunder to any financial institution providing financing in connection with the transaction contemplated hereby.

k. For the purposes of this Purchase Agreement, an individual is deemed to have "knowledge" of a particular fact or other matter if such individual has actual awareness of such fact or matter, or a prudent individual could be expected to discover or otherwise become aware thereof in the ordinary course of conducting his business.

l. Each Party to this Purchase Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any section of this Purchase Agreement to the contrary, nothing in this Purchase Agreement shall be deemed as a waiver of immunity or the limits of liability of either Party beyond any statutory limited waiver of immunity or limits of liability which may have been enacted by the Florida Legislature or may be enacted by the Florida Legislature. Nothing in this Purchase Agreement shall inure to the benefit of any third party for the purposes of allowing any claim against the Seller or Purchaser, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

m. The Parties acknowledge that all documents related to this Purchase Agreement or the Utility System are subject to the provisions of Chapter 119, Florida Statutes. Such documents shall be available for inspection and copying upon request and/or payment of any reasonable expenses associated therewith.

n. The Parties agree and acknowledge that they have complied with the requirements of Florida Statutes, Section 163.01 in exercising their home rule or statutory powers in executing this Purchase Agreement. The Parties agree that this Purchase Agreement is valid, binding, and enforceable, and each Party warrants that it has the requisite power and authority to be bound by the terms hereof. The Parties agree that they shall not challenge in any administrative or judicial forum the validity or enforceability of this Purchase Agreement.

o. Venue for all lawsuits involving any dispute, controversy, or claim arising out of or in connection with this Purchase Agreement shall be brought in Okaloosa County, Florida.

p. The Purchaser shall not be obligated to pay any liability arising out of or in any connection whatsoever with this Purchase Agreement from any funds except from the net revenues realized by the Purchaser after Closing from its ownership and operation of the Utility System. As to matters for the pre-Closing activities of its consultants and agents, Purchaser shall require that adequate insurance is in place to protect Seller from any property damage or personal injury as may be caused by said consultants and agents during such pre-Closing period. It is further agreed between the Purchaser and Seller that this Purchase Agreement and any obligations arising in

connection therewith, whether for payment of the Purchase Price, or for any claim of liability, remedy for breach or otherwise, shall not constitute a lien on the Utility System or any other property or utility system owned or operated by Purchaser.

q. This Purchase Agreement may be executed and delivered (including by facsimile or other electronic transmission) in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same agreement. The parties agree that a photocopy of a signature and/or an electronic signature are acceptable as original signatures of the respective parties as allowed by applicable law and that the transmission by one party to another party is an express representation that the photocopied or electronic signature of the transmitting party is an exact copy of the party's signature and that such signature is valid and binding upon the transmitting party and is deemed to be an original signature.

r. PURCHASER AND SELLER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, DEFENSE OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE PURCHASED ASSETS, THE UTILITY SYSTEM AND/OR THIS PURCHASE AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PURCHASE AGREEMENT AND/OR THE PURCHASED ASSETS, OR ANY DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY DOCUMENT, THIS PROVISION IS A MATERIAL INDUCEMENT FOR PURCHASER AND SELLER ENTERING INTO THE SUBJECT TRANSACTION.

SECTION 14. Effective Date. The "Effective Date" shall be the date that the last Party authorizes by its official action the execution of this Purchase Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have hereunto caused this Purchase Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered and original.

ATTEST:

OKALOOSA COUNTY

J.D. Peacock II, County Clerk

By: _____
Mel Ponder, Chairman

Date: _____

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as _____ on behalf of _____, who is personally known to me or who has produced _____ as identification.

Notary Public
Printed Name:
License No:
Expiration Date:

(Notary Stamp)

ATTEST:

CITY OF CRESTVIEW, FLORIDA

City Clerk

(SEAL)

By: _____
Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as _____ on behalf of _____, who is personally known to me or who has produced _____ as identification.

(Notary Stamp)

Notary Public
Printed Name:
License No:
Expiration Date:



Staff Report

CITY COUNCIL MEETING DATE: May 23, 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: 5/17/2022
SUBJECT: Ordinance 1862 - Antioch Road Comprehensive Plan Amendment

BACKGROUND:

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

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

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

The Planning and Development Board recommended approval on April 4, 2022, and the first reading was approved by the City Council on April 11, 2022. Being over 50 acres, the ordinance was sent to the Department of Economic Opportunity and 8 other state and local agencies for review. There were no comments that would form the basis of a challenge from any of the reviewing agencies.

DISCUSSION:

The property description is as follows:

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

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Agriculture	Okaloosa County Agriculture	Vacant

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

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

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

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on March 14, 2022. The property was posted on March 21, 2022. An advertisement ran in the Crestview News Bulletin on March 24, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1862 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1862

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY AGRICULTURE AND LOW DENSITY RESIDENTIAL TO MIXED USE (MU) ON APPROXIMATELY 58.55 ACRES, MORE OR LESS, IN SECTIONS 23 AND 26, TOWNSHIP 3 NORTH, RANGE 24 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Agriculture and Low Density Residential to Mixed-Use (MU) on a parcel of land containing 58.55 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

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

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 58.55 acres of land, more or less, from Okaloosa County Agriculture and Low Density Residential to Mixed-Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 58.55 acres, more or less, is known as Parcels 23-3N-24-0000-0012-0000, 23-3N-24-0000-0015-0000, 23-3N-24-0000-0014-0010, and 26-3N-24-0000-0002-0000, and commonly described as:

PARCEL 1:

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

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

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

PARCEL 2:

Parcel 1:

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

Parcel 2:

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

Parcel 3:

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

Parcel 4:

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

Parcel 5:

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

Parcel 6:

An undivided one-half interest:

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

Parcel 7:

A non-exclusive access easement over and across:

Begin at Northwest corner of NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec 26, TWP. 3 N, Range 24 West, in Okaloosa County, Florida, thence run South 484 feet for Point of Beginning of the easement hereby granted and conveyed, thence run East 210 feet, thence run South 30 feet, thence run West 210 feet, thence run North 30 feet back to the point of beginning, situate in NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 26, Twp. 3 North, Range 24 West in Okaloosa County, Florida, consisting of a strip of land 210 feet East and West and 30 feet North and South.

Less and Except the Following 7 Parcels:

Less Out Parcel A:

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

Less Out Parcel B:

Commencing at an iron pipe marking the NE corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 3 N, Range 24 W, Okaloosa County, Florida; run S $89^{\circ}46'55''$ E along the N line of said Section 26 a distance of 210.0'; thence runs S $00^{\circ}05'05''$ W a distance of 60.0' to an iron rod and the Point of Beginning; thence continue S $00^{\circ}05'05''$ W a distance of 452.21' to a concrete monument; thence run S $89^{\circ}46'55''$ E a distance of 210.0' to an iron rod; thence run N $00^{\circ}05'05''$ E a distance of 452.21' to an iron rod; thence run N $89^{\circ}46'55''$ W a distance of 210.0' to the P.O.B.

Less Out Parcel C:

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

Less Out Parcel D:

The North 12.3 feet of the following described parcel:

Commencing at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South $03^{\circ}54'17''$ East along the West line thereof a distance of 512.97 feet to the Point of Beginning; thence North $85^{\circ}34'21''$ East parallel with the North line of said Section 26 a distance of 420.0 feet; thence South $03^{\circ}54'17''$ East parallel with the said West line a distance of 300.00 feet; thence South $85^{\circ}34'21''$ West a distance of 150.00 feet; thence South $03^{\circ}54'17''$ East a distance of 280.00 feet; thence South $85^{\circ}34'21''$ West a distance of 272.24 feet to the East right of way line State Road S-4 (100.00' R/W); thence North $21^{\circ}35'39''$ West along East right of way line a distance of 306.20 feet a point of curvature; thence along the arc of a curve a distance of 296.01 feet. Said curve having a radius of 1860.08 feet, a delta angle of $09^{\circ}07'05''$, a Chord 295.44 feet, and a chord bearing North $17^{\circ}43'11''$ West, thence leaving said East right of way line North $85^{\circ}34'21''$ East a distance of 165.84 feet to the Point of Beginning.

Less Out Parcel E:

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

Less Out of Parcel F:

Commencing at an existing iron pin marking the N.E. corner of N.W. $\frac{1}{4}$, of N.W. $\frac{1}{4}$ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence N $85^{\circ}34'21''$ E a distance of 420.83 feet to a set iron pin; thence S $3^{\circ}43'39''$ E a distance of 61.00 feet to a set iron pin and the point of beginning; thence continue S $3^{\circ}43'39''$ E a distance of 241.43 feet to an existing concrete monument; thence S $4^{\circ}53'59''$ E a distance of 171.54 feet to a set iron pin; thence N $84^{\circ}15'22''$ E a distance of 84.53 feet to a set iron pin; thence N $3^{\circ}43'39''$ W a distance of 411.03 feet to a set iron pin; thence S $85^{\circ}34'21''$ W a distance of 88.00 feet to the point of beginning.

Less out Parcel G:

Commencing at the Northwest corner of Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South 03 degrees 54 minutes 17 seconds East along the West line thereof a distance of 512.97 feet to the Point of Beginning; thence North 85 degrees 34 minutes 21 seconds East parallel with the North line of said Section 26 a distance of 420.0 feet; thence South 03 degrees 54 minutes 17 seconds East parallel with the said West line a distance of 300.00 feet; thence South 85 degrees 34 minutes 21 seconds West a distance of 150.00 feet; thence South 03 degrees 54 minutes 17 seconds East a distance of 280.00 feet; thence South 85 degrees 34 minutes 21 seconds West a distance of 272.24 feet to the East right of way line of State Road S-4 (100.00 R/W); thence North 21 degrees 35 minutes 39 seconds West along said East right of way a distance of 306.20 feet to a point of curvature; thence along the arc of a curve a distance of 296.01 feet. Said curve having a radius of 1860.08 feet, a delta angle of 09 degrees 07 minutes 05 seconds, a chord of 295.44 feet, and a chord bearing North 17 degrees 43

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

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

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

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

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

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 23rd day of May, 2022.

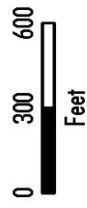
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 23rd day of May, 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)

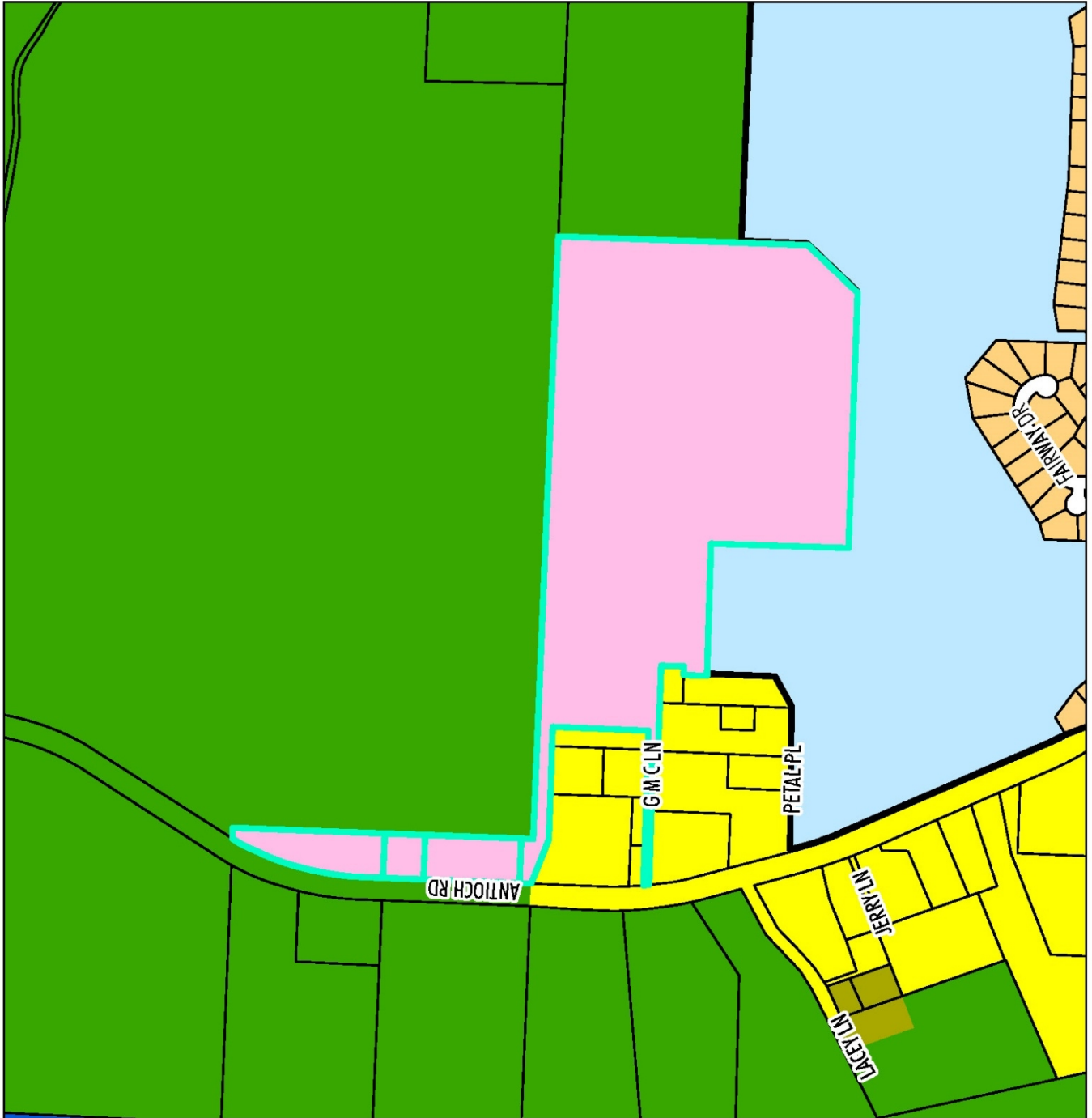
County Future Land Use

Agriculture (AG)

Conservation (CON)

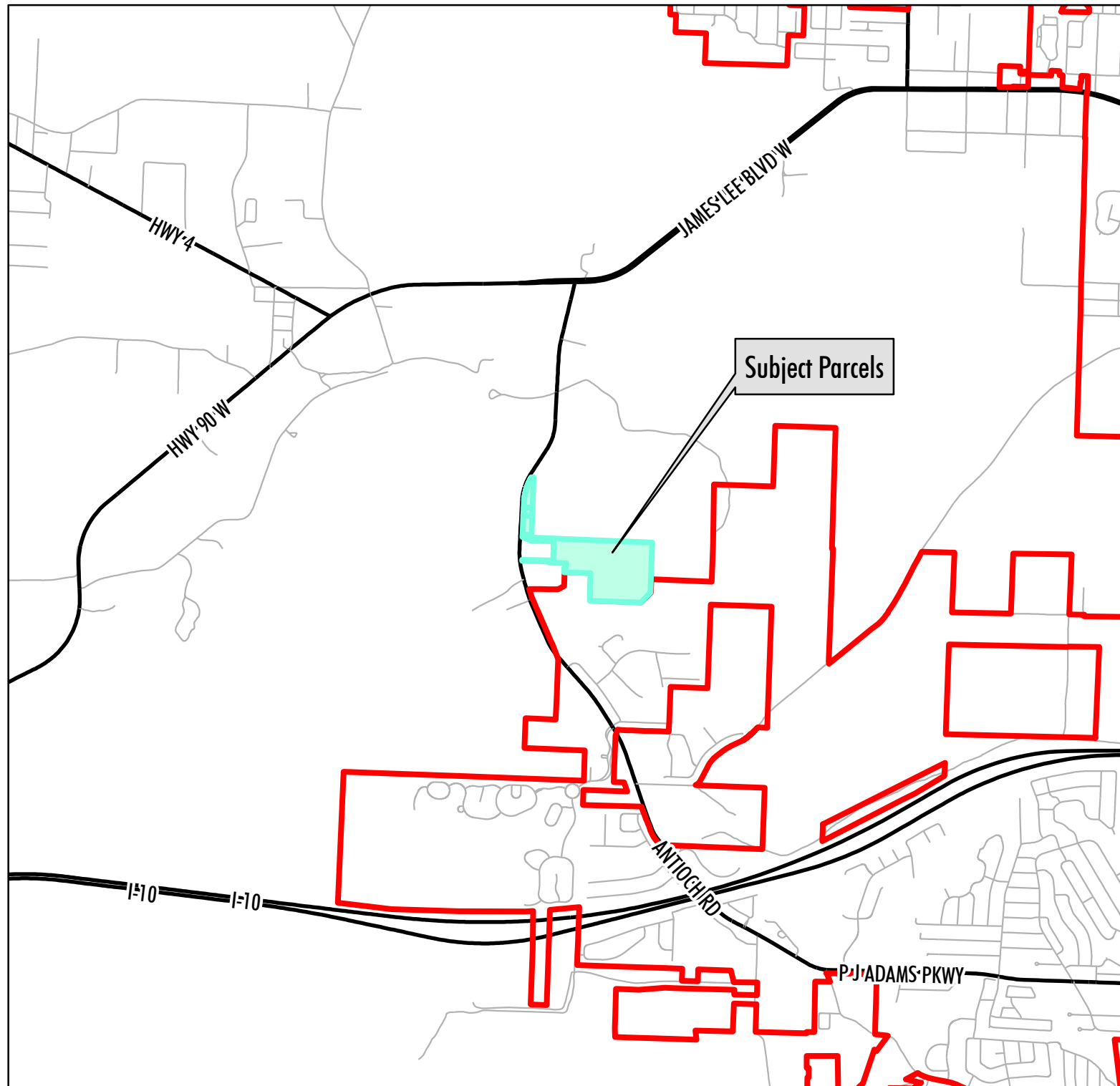
Low Density Residential (LDR)

Mixed Use (MU)



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

Vicinity Map



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

Existing Use

N



0 300 600
Feet

Legend

Subject Parcel

City Limits

Existing Use

County

Golf Course

Improved A

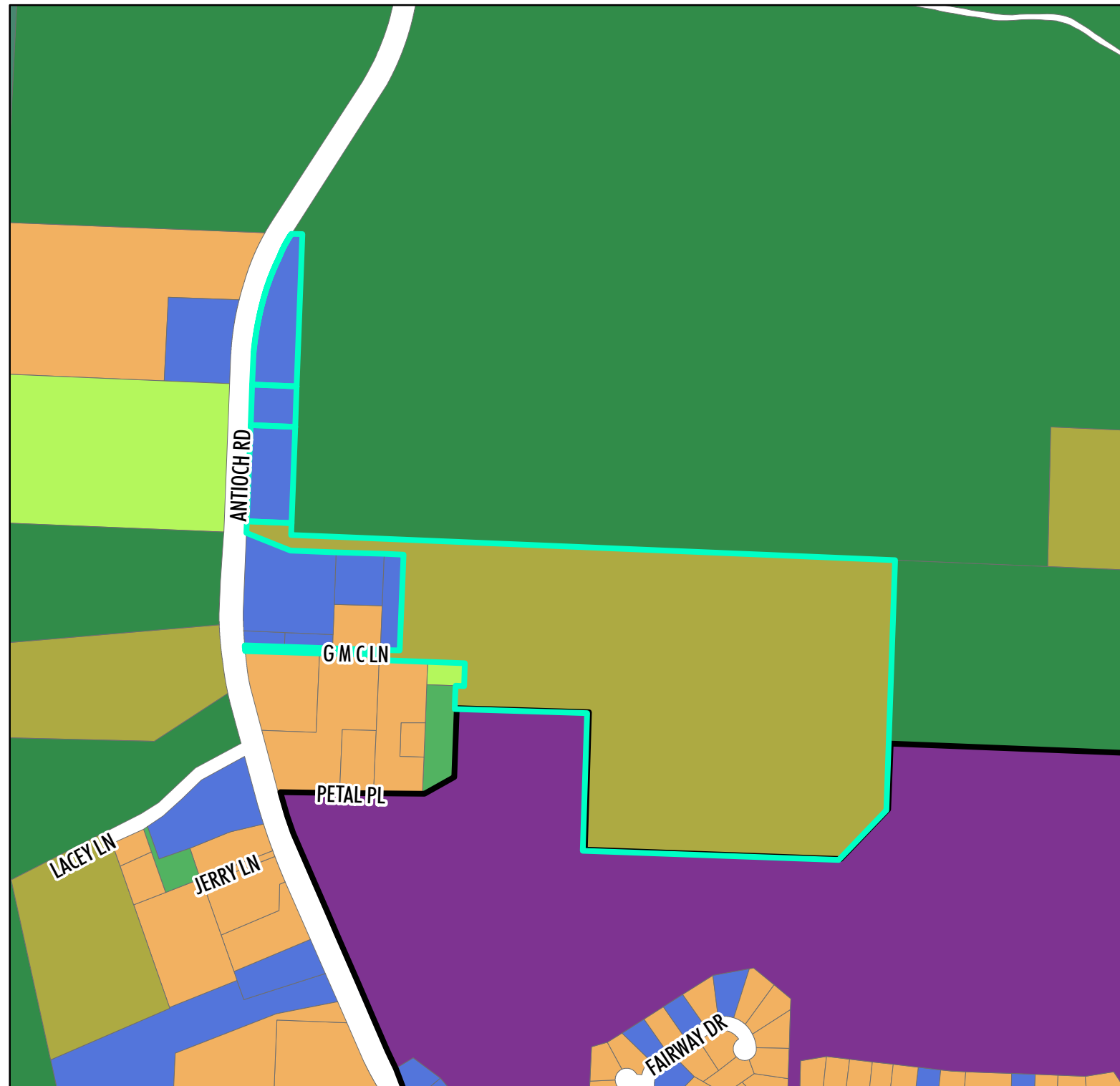
Mobile Home

Single Family

Timberland

Vacant

Water Management



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

Current Future Land Use

N



0 300 600
Feet

Legend

Subject Parcel

City Limits

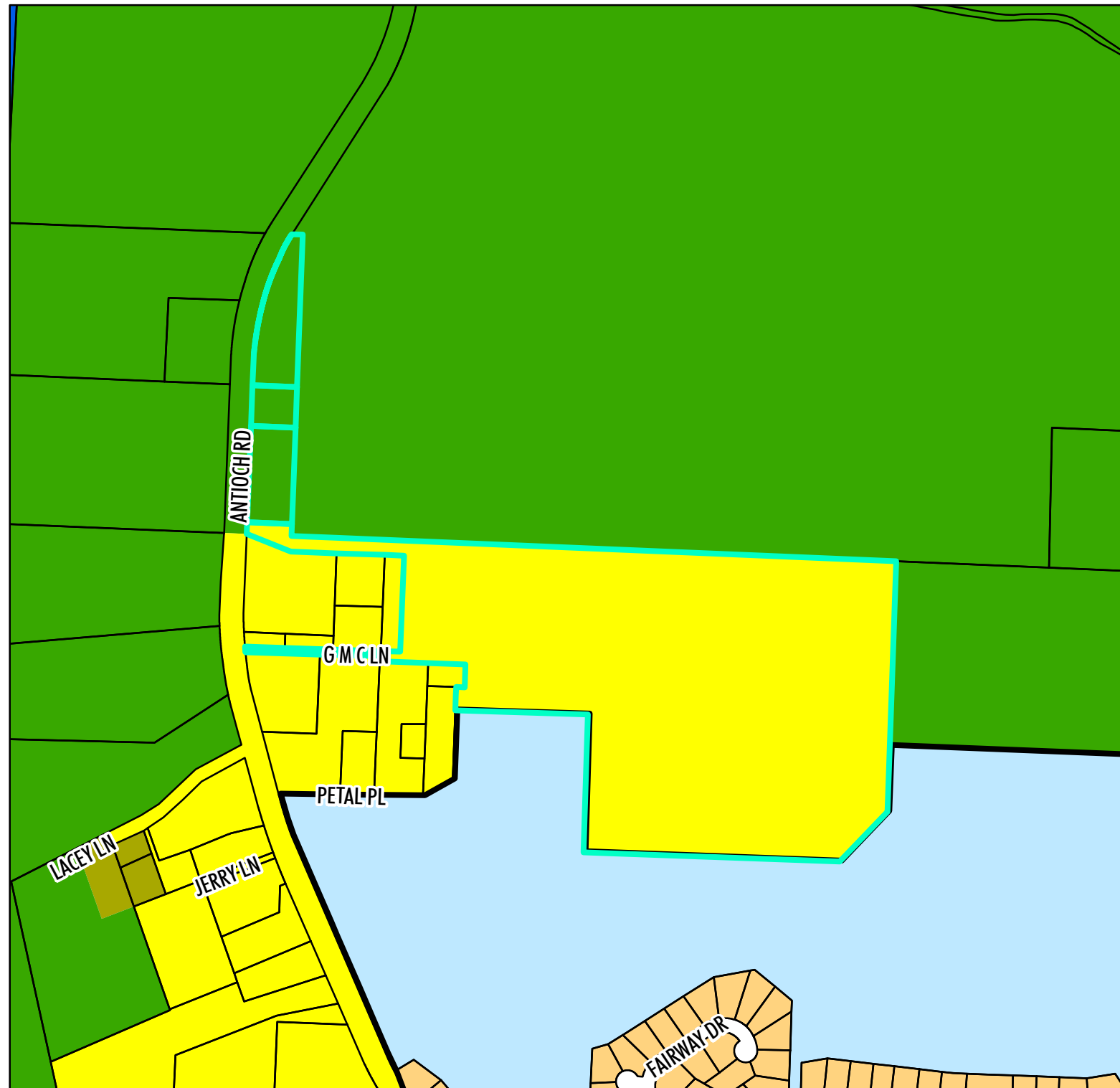
City Future Land Use

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

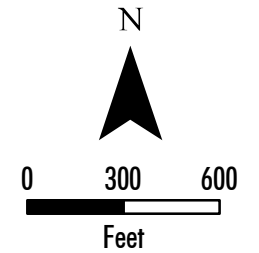
County Future Land Use

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

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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

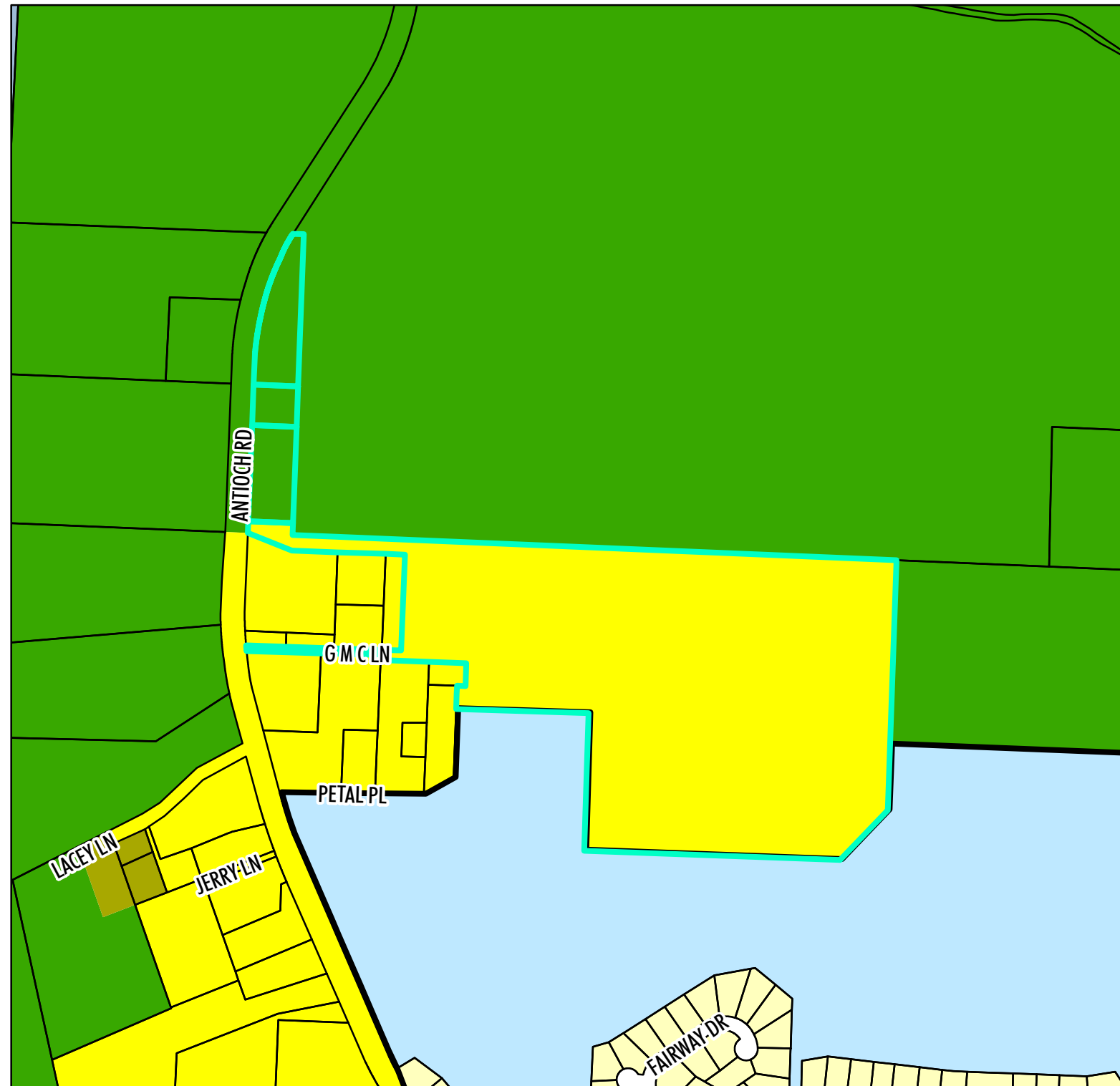
City Limits

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)
- Institutional (INST)



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

Proposed Future Land Use

N



0 300 600
Feet

Legend

Subject Parcel

City Limits

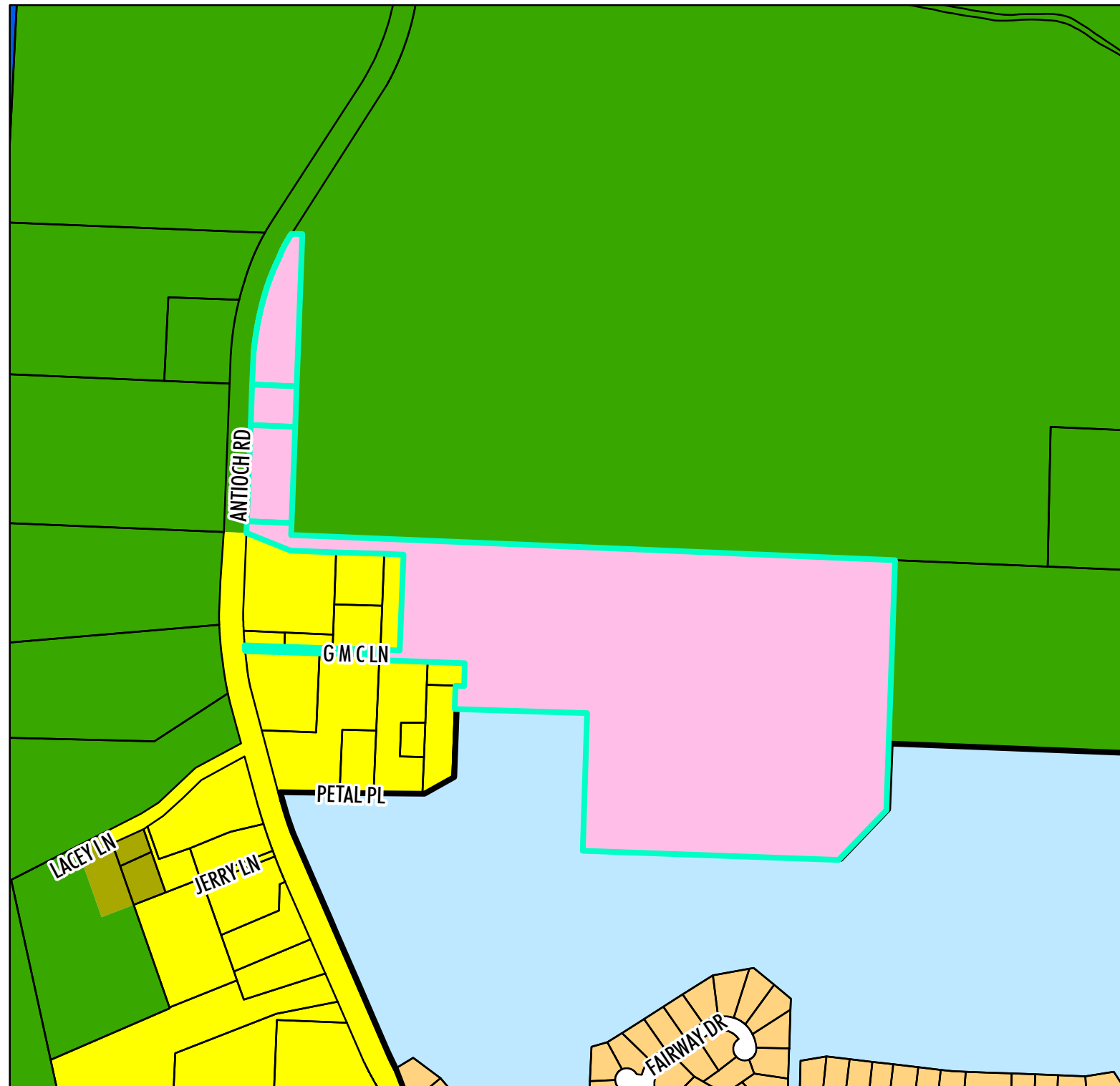
City Future Land Use

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

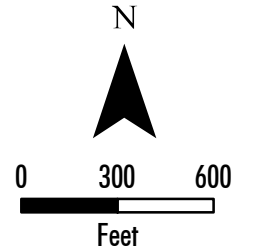
County Future Land Use

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

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



Proposed Zoning



Legend

Subject Parcel

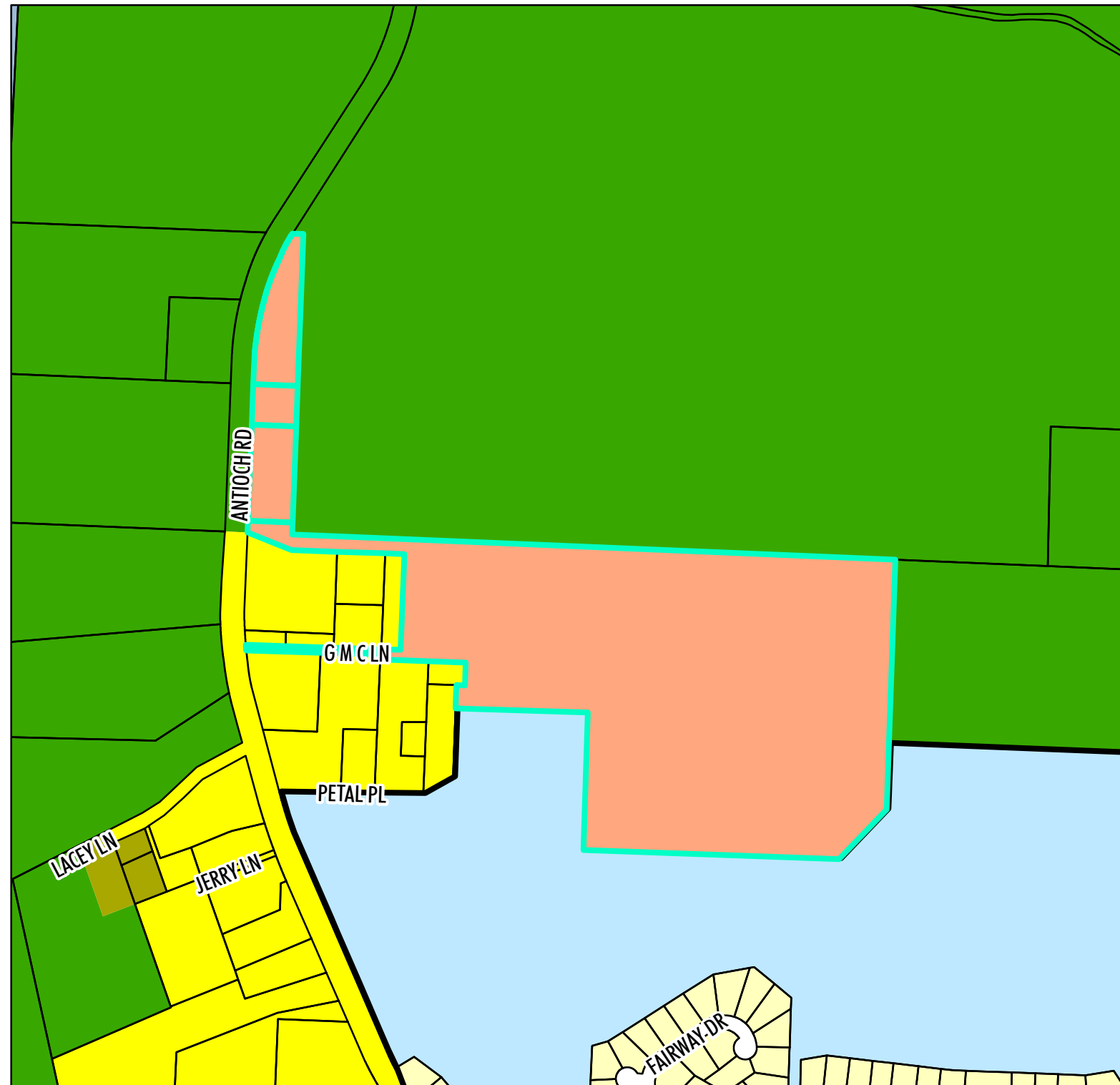
City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

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



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



Staff Report

CITY COUNCIL MEETING DATE: May 23, 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: 5/17/2022
SUBJECT: Ordinance 1863 - Antioch Road Rezoning

BACKGROUND:

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

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

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

The Planning and Development Board recommended approval on April 4, 2022, and the first reading was approved by the City Council on April 11, 2022.

DISCUSSION:

The property description is as follows:

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

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

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

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

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

Staff reviewed the request for rezoning and finds the following:

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on March 14, 2022. The property was posted on March 21, 2022. An advertisement ran in the Crestview News Bulletin on March 24, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1863 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1863

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

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

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

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

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

PARCEL 1:

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

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

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

PARCEL 2:

Parcel 1:

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

Parcel 2:

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

Parcel 3:

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

Parcel 4:

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

Parcel 5:

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

Parcel 6:

An undivided one-half interest:

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

Parcel 7:

A non-exclusive access easement over and across:

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

Less and Except the Following 7 Parcels:

Less Out Parcel A:

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

Less Out Parcel B:

Commencing at an iron pipe marking the NE corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 3 N, Range 24 W, Okaloosa County, Florida; run S $89^{\circ}46'55''$ E along the N line of said Section 26 a distance of 210.0'; thence runs S $00^{\circ}05'05''$ W a distance of 60.0' to an iron rod and the Point of Beginning; thence continue S $00^{\circ}05'05''$ W a distance of 452.21' to a concrete monument; thence run S $89^{\circ}46'55''$ E a distance of 210.0' to an iron rod; thence run N $00^{\circ}05'05''$ E a distance of 452.21' to an iron rod; thence run N $89^{\circ}46'55''$ W a distance of 210.0' to the P.O.B.

Less Out Parcel C:

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

Less Out Parcel D:

The North 12.3 feet of the following described parcel:

Commencing at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South $03^{\circ}54'17''$ East along the West line thereof a distance of 512.97 feet to the Point of Beginning; thence North $85^{\circ}34'21''$ East parallel with the North line of said Section 26 a distance of 420.0 feet; thence South $03^{\circ}54'17''$ East parallel with the said West line a distance of 300.00 feet; thence South $85^{\circ}34'21''$ West a distance of 150.00 feet; thence South $03^{\circ}54'17''$ East a distance of 280.00 feet; thence South $85^{\circ}34'21''$ West a distance of 272.24 feet to the East right of way line State Road S-4 (100.00' R/W); thence North $21^{\circ}35'39''$ West along East right of way line a distance of 306.20 feet a point of curvature; thence along the arc of a curve a distance of 296.01 feet. Said curve having a radius of 1860.08 feet, a delta angle of $09^{\circ}07'05''$, a Chord 295.44 feet, and a chord bearing North $17^{\circ}43'11''$ West, thence leaving said East right of way line North $85^{\circ}34'21''$ East a distance of 165.84 feet to the Point of Beginning.

Less Out Parcel E:

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

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

Less Out of Parcel F:

Commencing at an existing iron pin marking the N.E. corner of N.W. $\frac{1}{4}$, of N.W. $\frac{1}{4}$ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence N 85°34'21" E a distance of 420.83 feet to a set iron pin; thence S 3°43'39" E a distance of 61.00 feet to a set iron pin and the point of beginning; thence continue S 3°43'39" E a distance of 241.43 feet to an existing concrete monument; thence S 4°53'59" E a distance of 171.54 feet to a set iron pin; thence N 84°15'22" E a distance of 84.53 feet to a set iron pin; thence N 3°43'39" W a distance of 411.03 feet to a set iron pin; thence S 85°34'21" W a distance of 88.00 feet to the point of beginning.

Less out Parcel G:

Commencing at the Northwest corner of Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 3 North, Range 24 West, Okaloosa County, Florida; thence South 03 degrees 54 minutes 17 seconds East along the West line thereof a distance of 512.97 feet to the Point of Beginning; thence North 85 degrees 34 minutes 21 seconds East parallel with the North line of said Section 26 a distance of 420.0 feet; thence South 03 degrees 54 minutes 17 seconds East parallel with the said West line a distance of 300.00 feet; thence South 85 degrees 34 minutes 21 seconds West a distance of 150.00 feet; thence South 03 degrees 54 minutes 17 seconds East a distance of 280.00 feet; thence South 85 degrees 34 minutes 21 seconds West a distance of 272.24 feet to the East right of way line of State Road S-4 (100.00 R/W); thence North 21 degrees 35 minutes 39 seconds West along said East right of way a distance of 306.20 feet to a point of curvature; thence along the arc of a curve a distance of 296.01 feet. Said curve having a radius of 1860.08 feet, a delta angle of 09 degrees 07 minutes 05 seconds, a chord of 295.44 feet, and a chord bearing North 17 degrees 43 minutes 11 seconds West; thence leaving said East right of way line North 85 degrees 34 minutes 21 seconds East a distance of 165.84 feet to the Point of Beginning.

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

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

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

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

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 23rd day of May, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 23rd day of May, 2022.

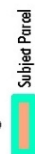
J. B. Whitten
Mayor

Adopted Zoning



0 300 600
Feet

Legend



City Zoning

Single Family Estate Dwelling District (R-1E)

Single Family Low Density District (R-1)

Single Family Medium Density District (R-2)

Single and Multi-Family Dwelling District (R-3)

Mixed Use (MU)

Commercial (C-1)

Commercial (C-2)

Industrial (IN)

Public Lands (P)

Conservation (E)

County Zoning

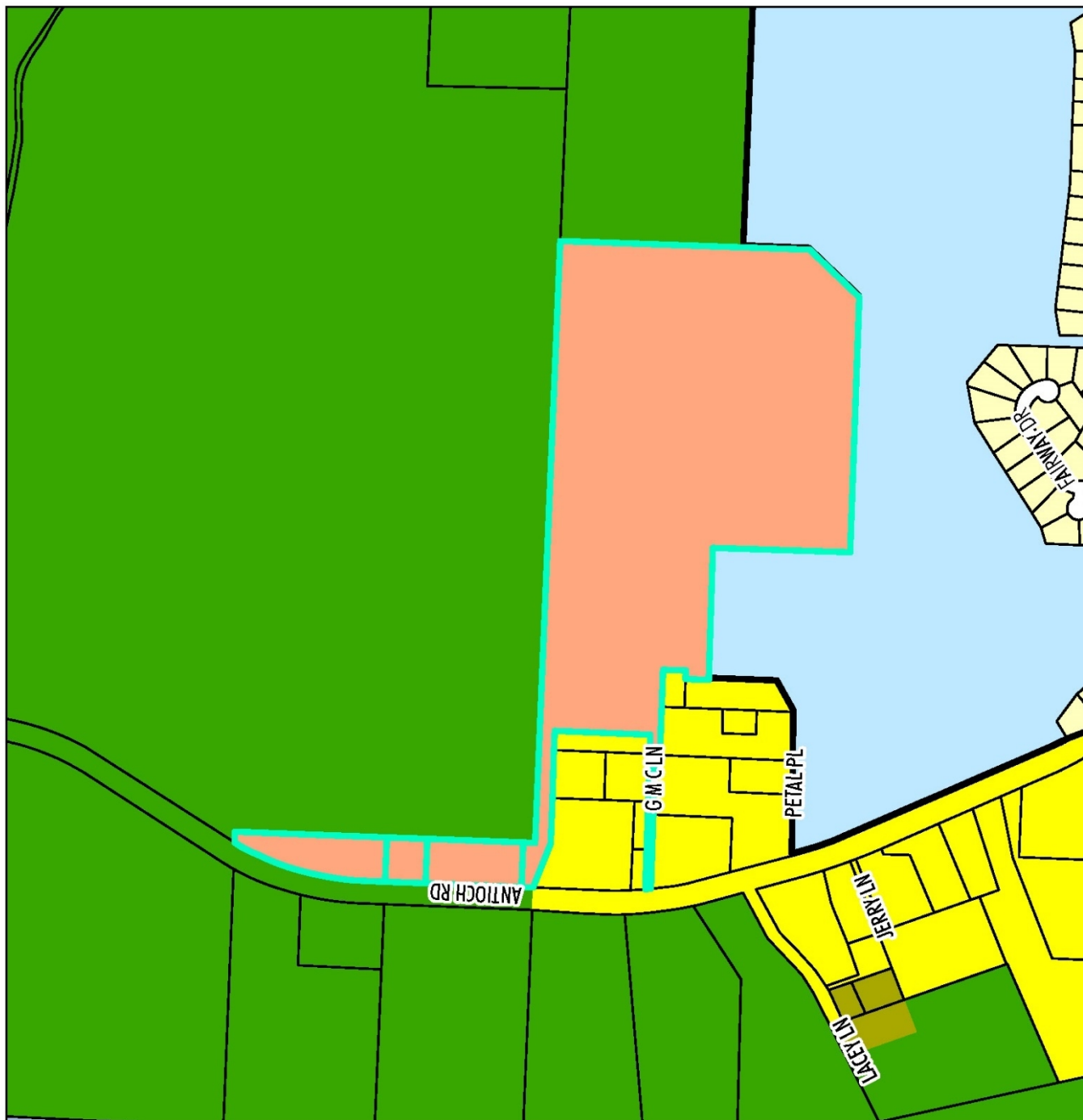
Agricultural (AA)

Residential - 1 (R-1)

Mixed Use (MU)

Institutional (INST)

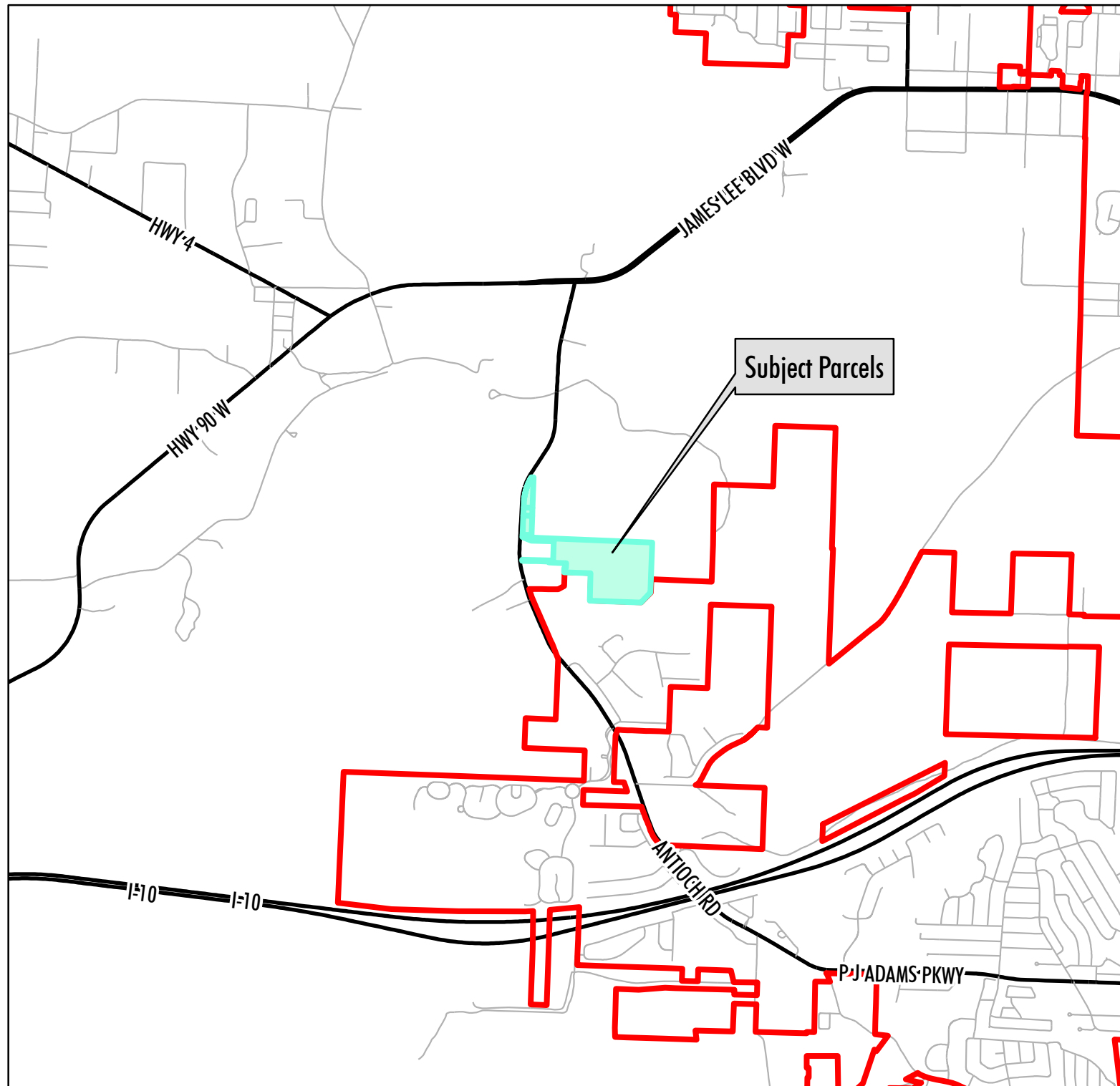
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



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

N



0 300 600
Feet

Legend

Subject Parcel

City Limits

Existing Use

County

Golf Course

Improved A

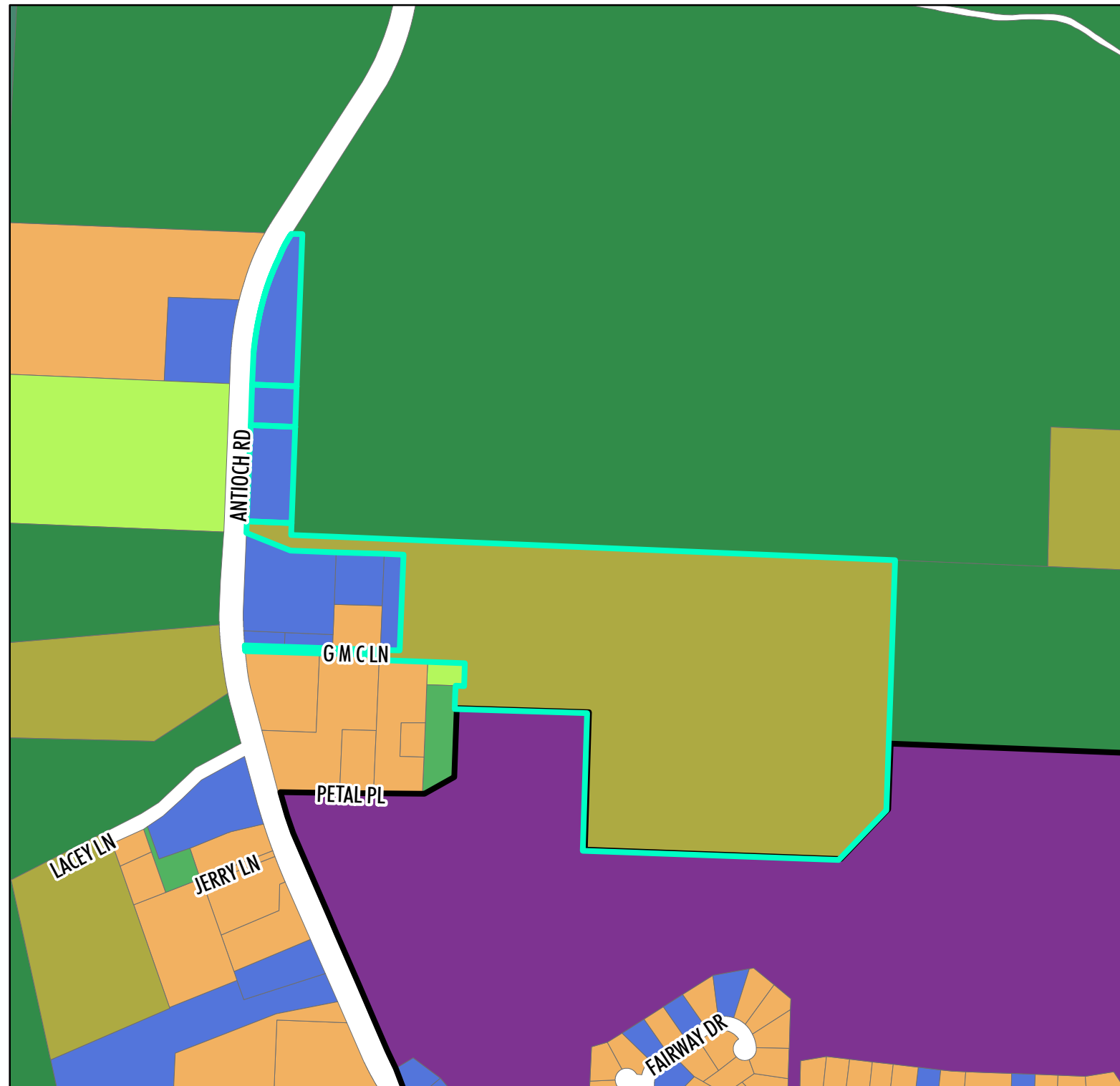
Mobile Home

Single Family

Timberland

Vacant

Water Management



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

Current Future Land Use

N



0 300 600
Feet

Legend

Subject Parcel

City Limits

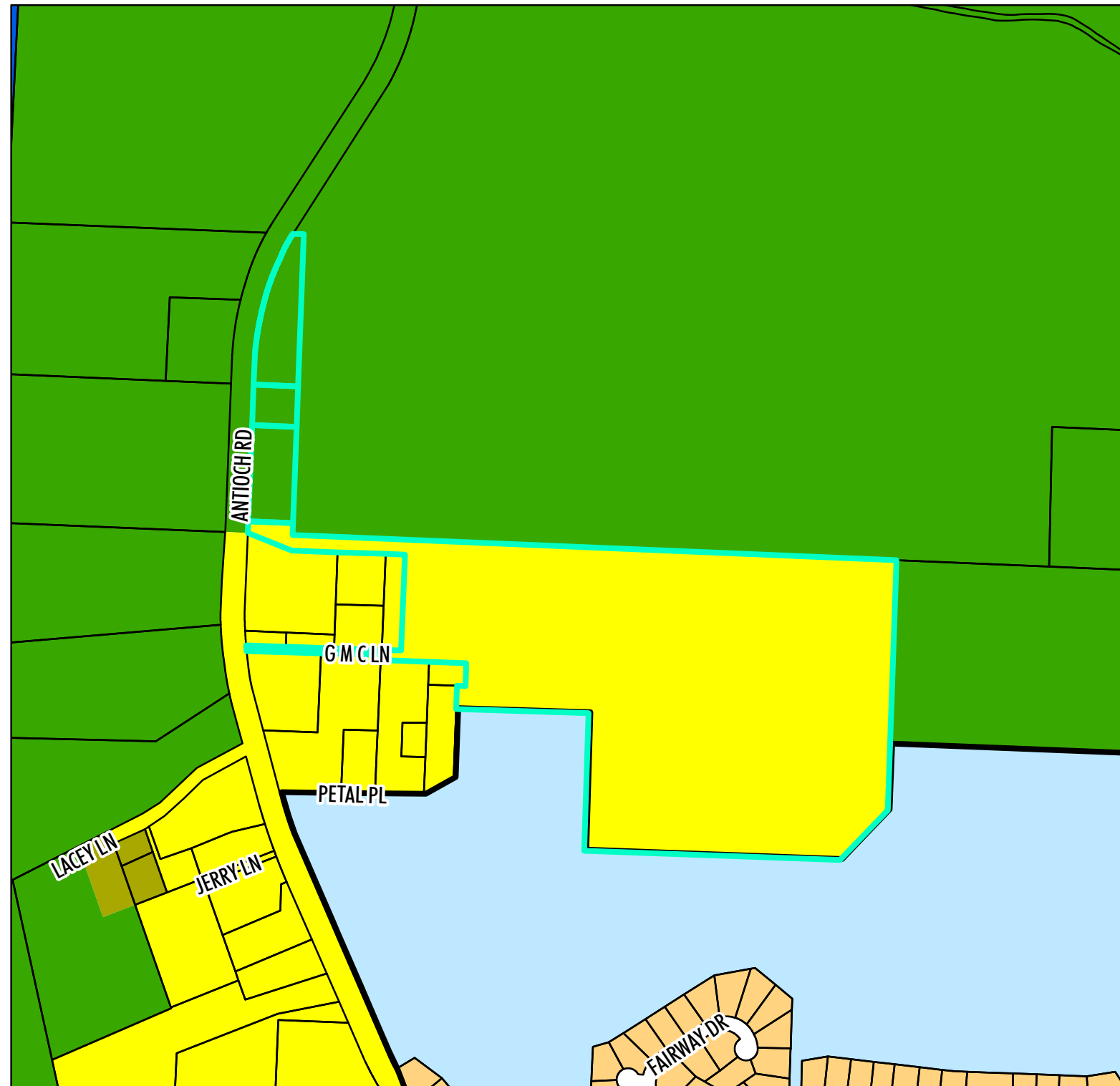
City Future Land Use

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

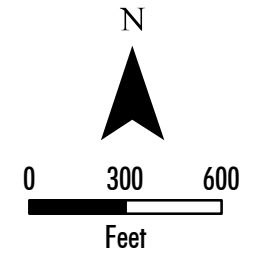
County Future Land Use

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

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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

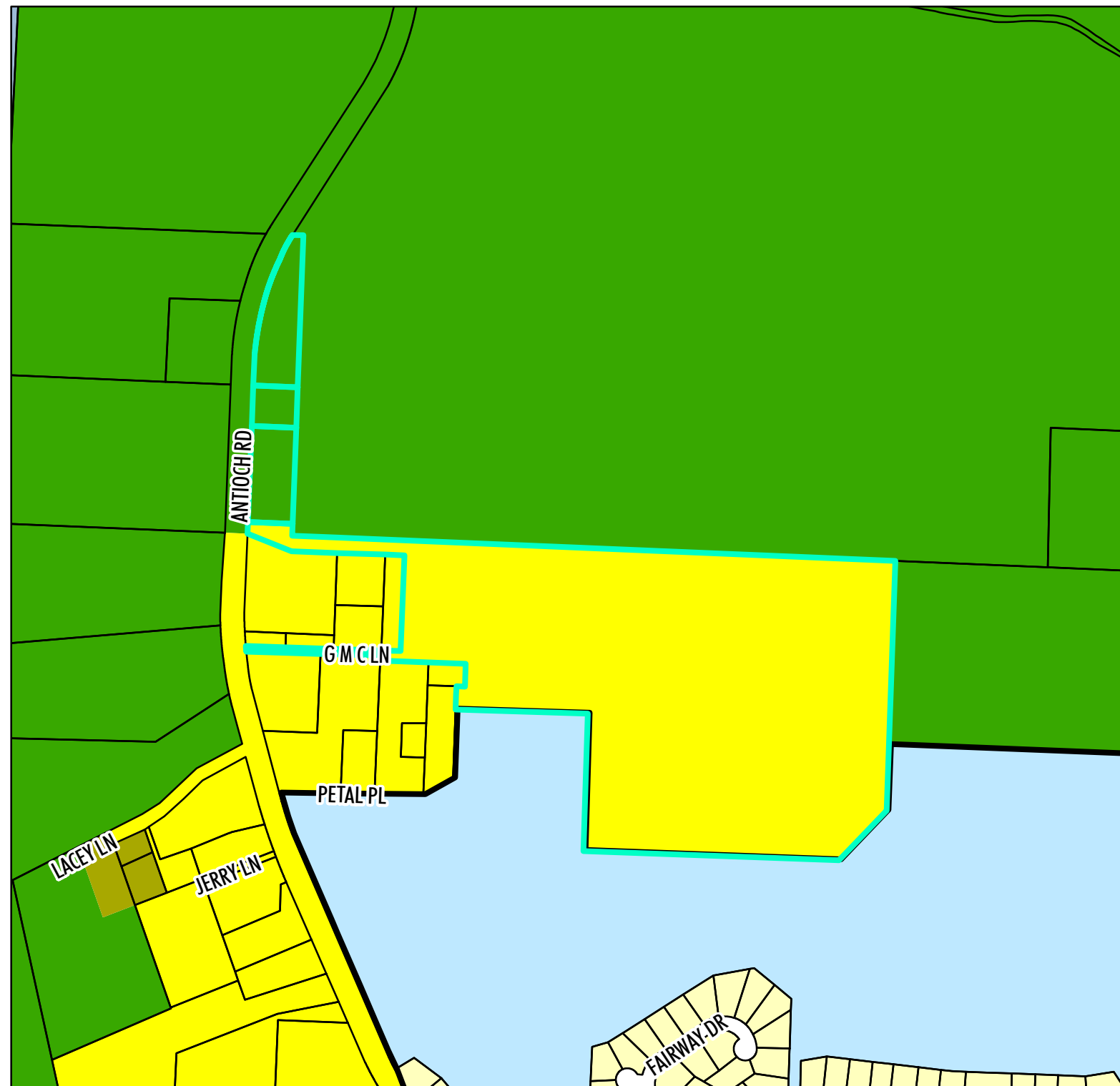
City Zoning

- 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)
- Institutional (INST)

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



Proposed Future Land Use

N



0 300 600
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

 Residential (R)

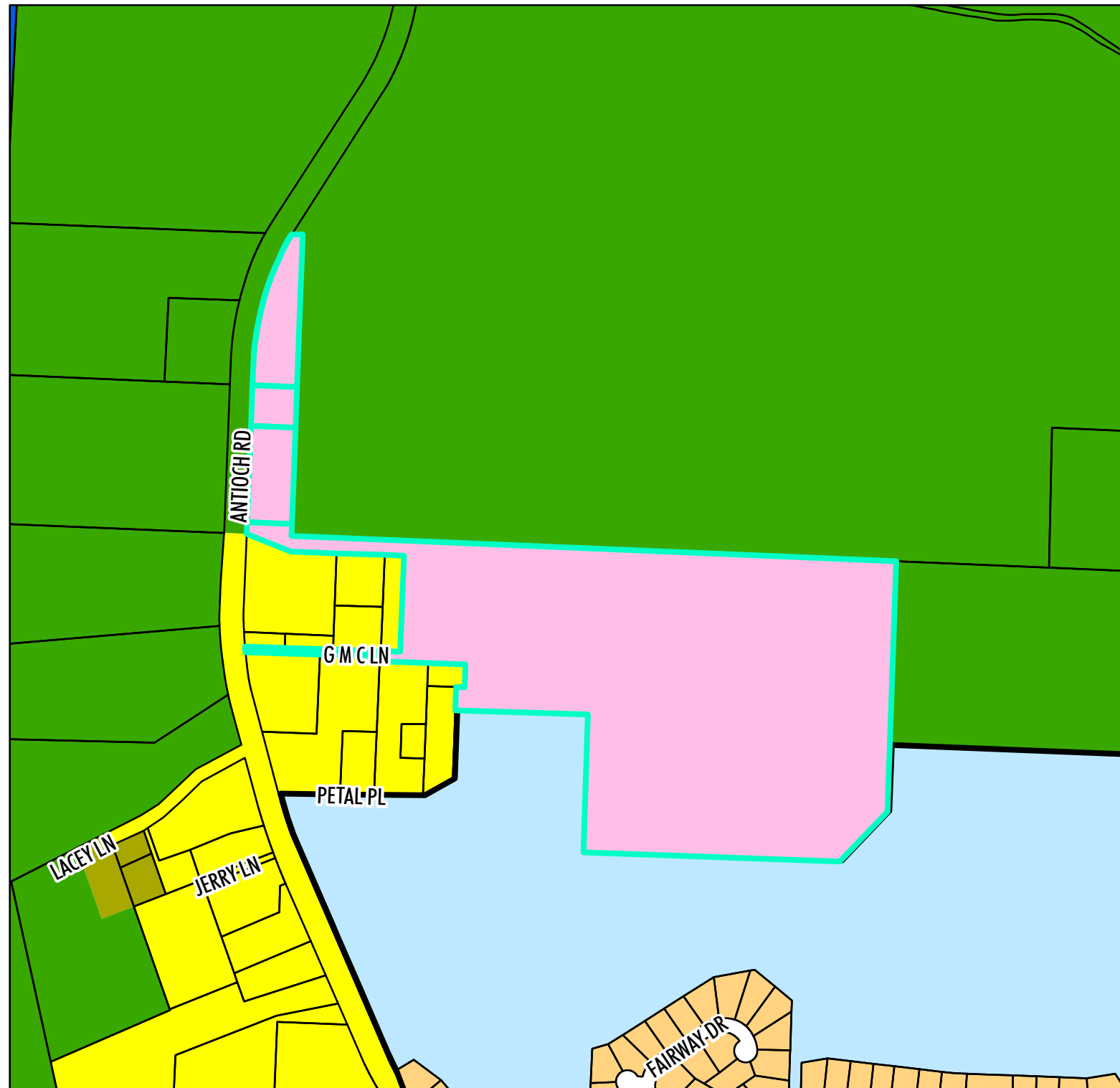
County Future Land Use

 Agriculture (AG)

 Conservation (CON)

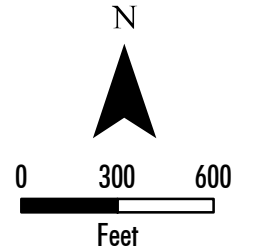
 Low Density Residential (LDR)

 Mixed Use (MU)



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

Proposed Zoning



Legend

Subject Parcel

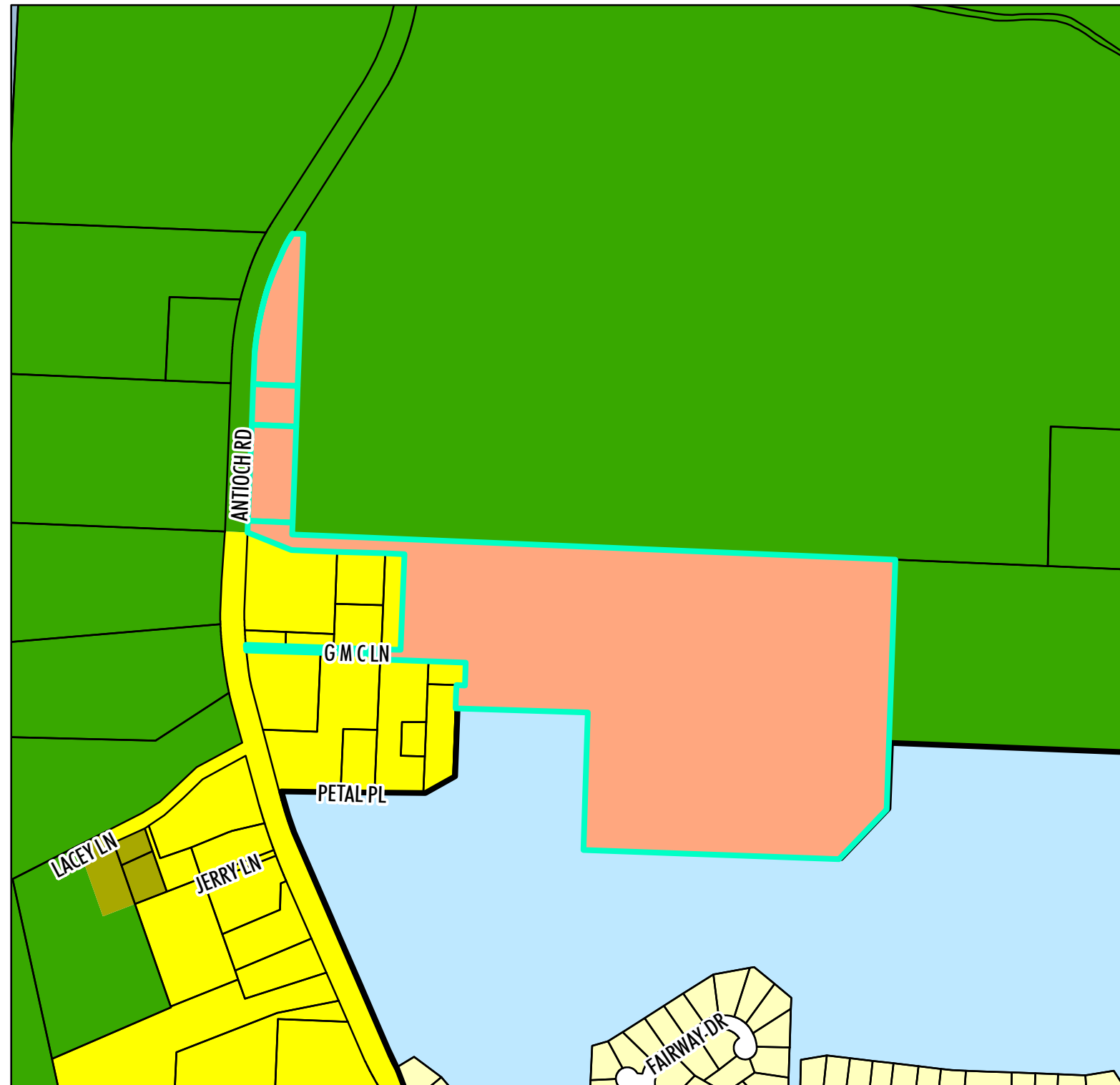
City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

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



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



Staff Report

CITY COUNCIL MEETING DATE: May 23, 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: 5/17/2022
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. The first reading was approved by the City Council on May 9, 2022.

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 adoption of Ordinance 1871 on second reading.

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.

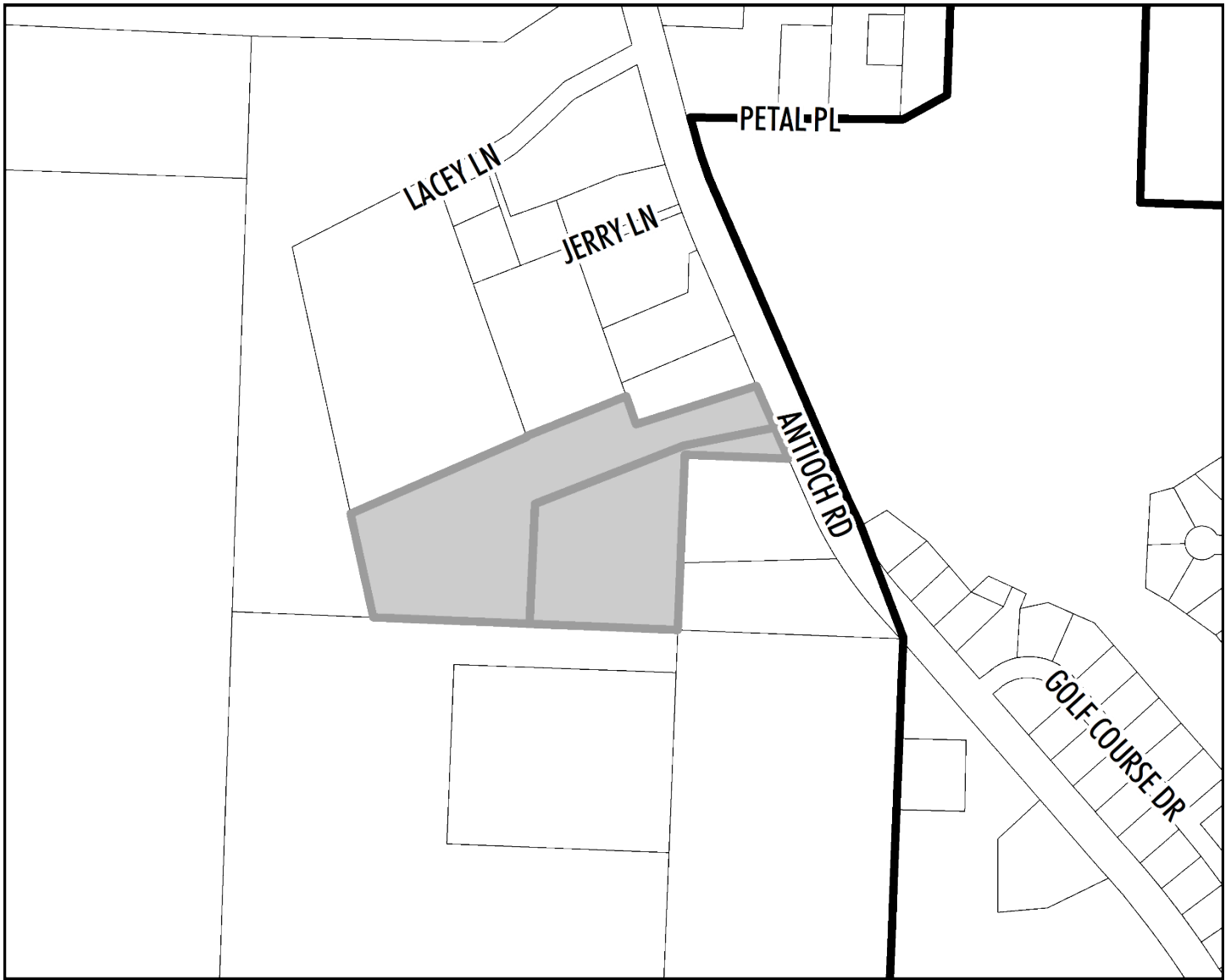
Passed and adopted on second reading by the City Council of Crestview, Florida on the 23rd day of May, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 23rd day of May, 2022.

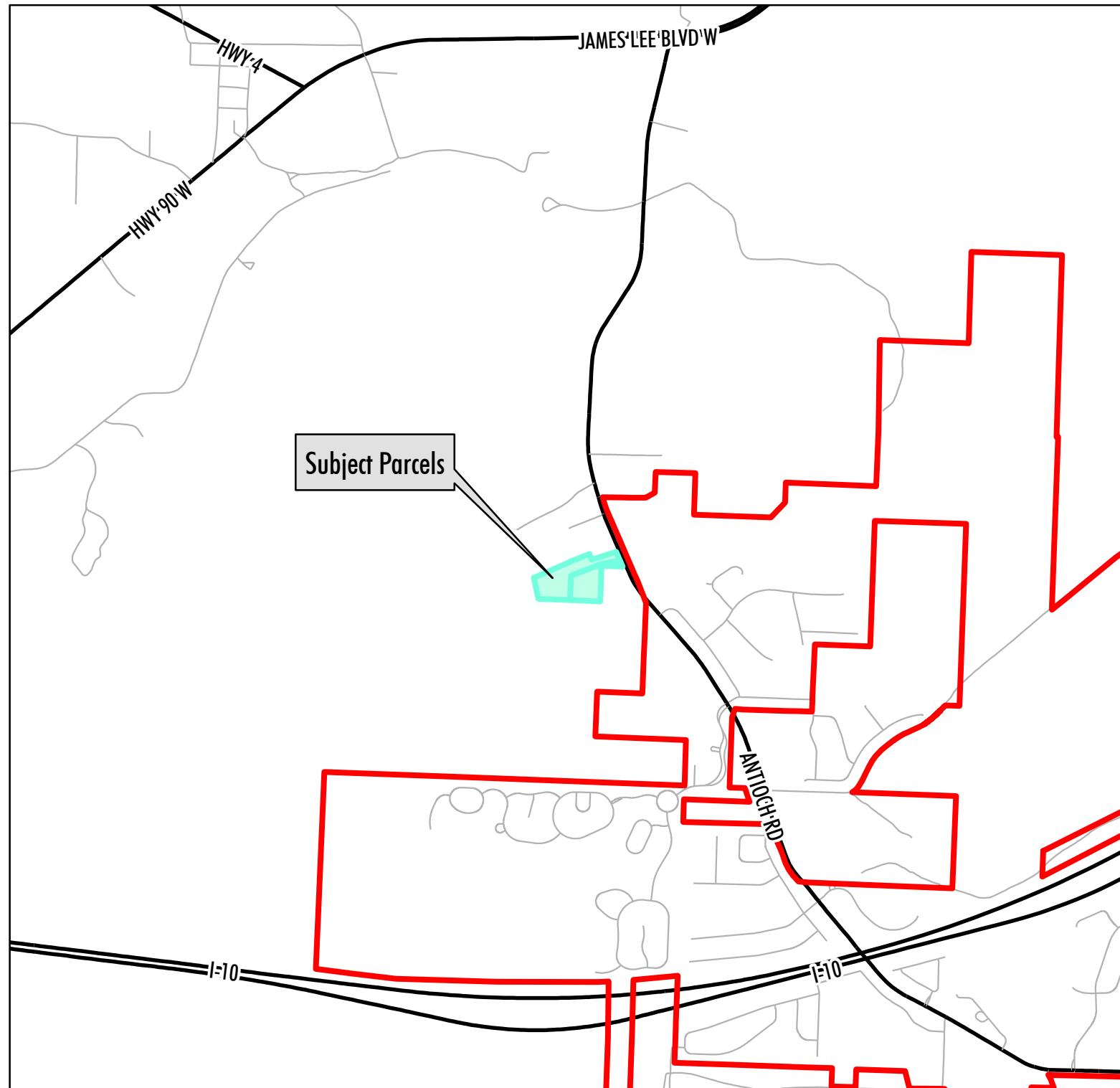
J. B. Whitten
Mayor



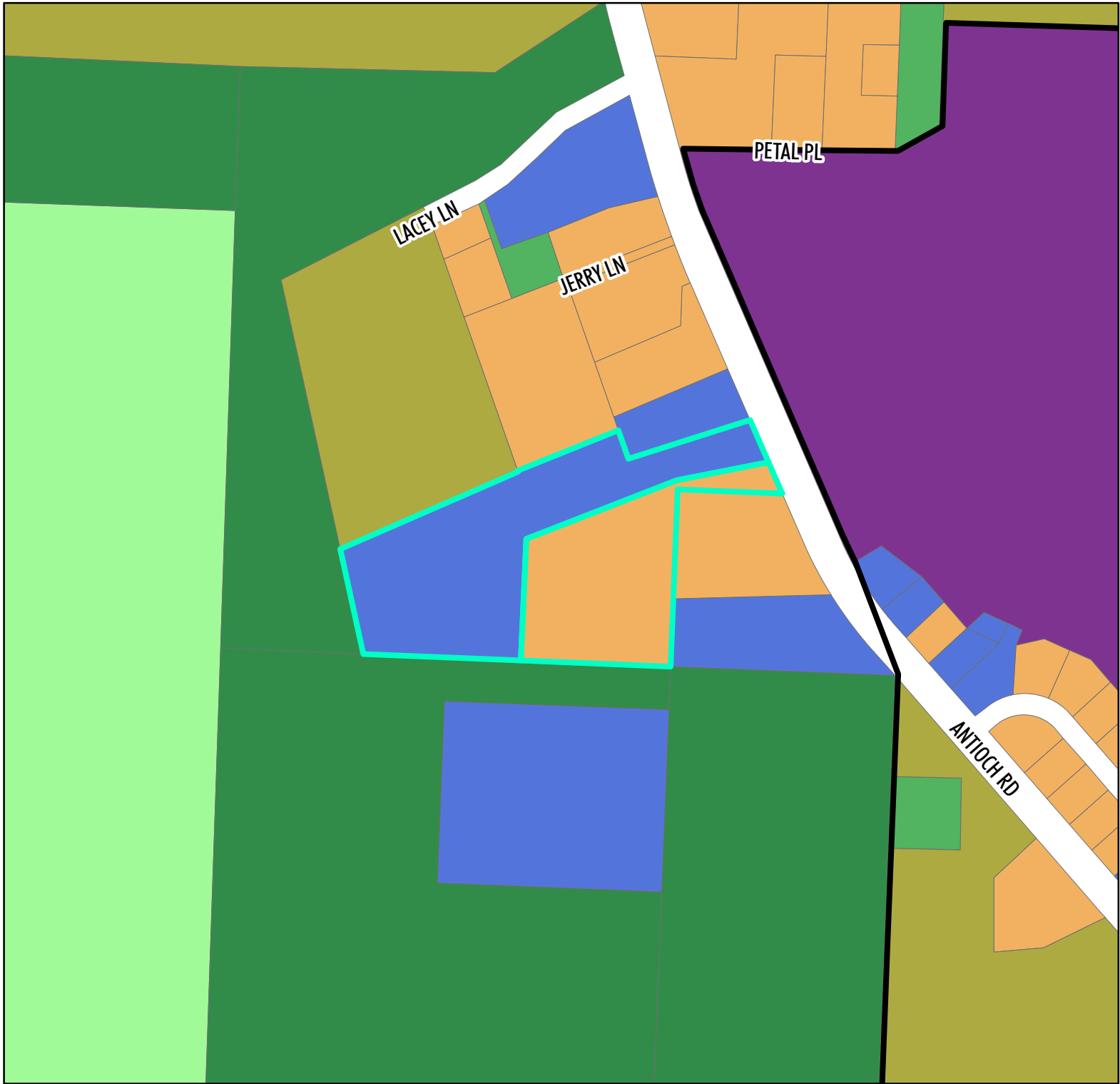
Vicinity Map



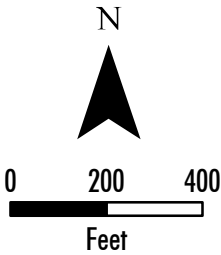
Not to Scale



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

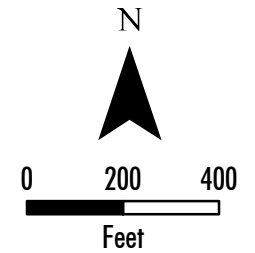
Agriculture (AG)

Low Density Residential (LDR)

Mixed Use (MU)

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U.S. SURVEY FEET

Current Zoning



Legend

Subject Parcel

City Limits

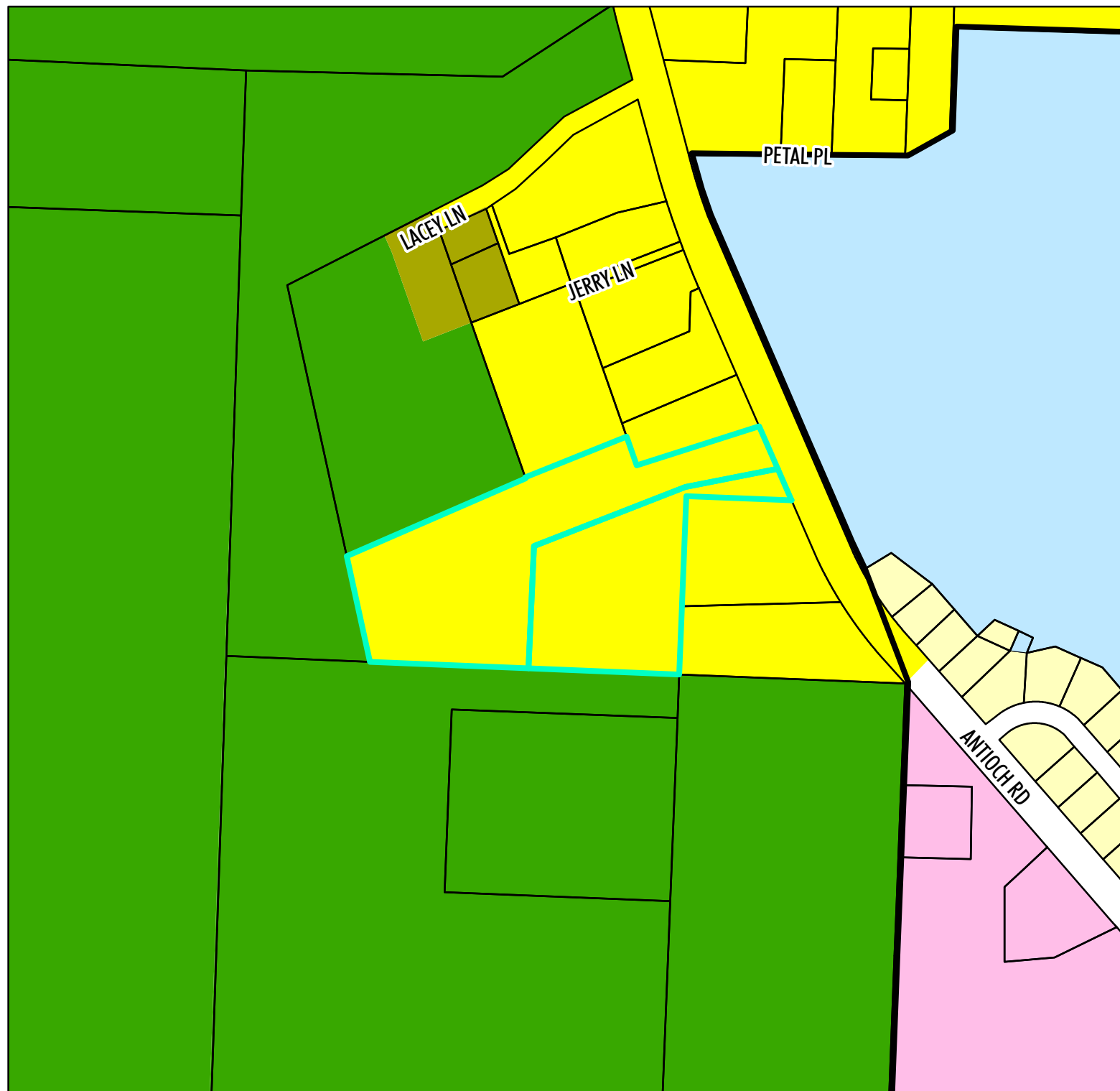
City Zoning

- 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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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

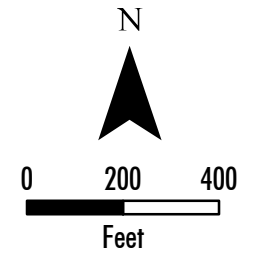
 Agriculture (AG)

 Low Density Residential (LDR)

 Mixed Use (MU)

PREPARED BY CITY OF CRESTVIEW
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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
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 23, 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: 5/17/2022
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 on May 2, 2022, by a vote of 3-2. The first reading was approved by the City Council on May 9, 2022.

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 adoption of Ordinance 1872 on second reading.

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 23rd day of May, 2022.

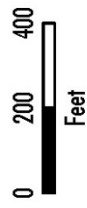
ATTEST:

Maryanne Schrader
City Clerk

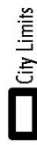
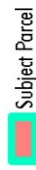
Approved by me this 23rd day of May, 2022.

J. B. Whitten
Mayor

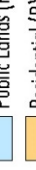
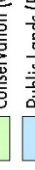
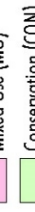
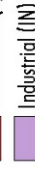
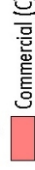
Adopted Future Land Use



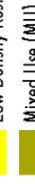
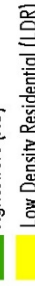
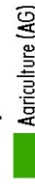
Legend



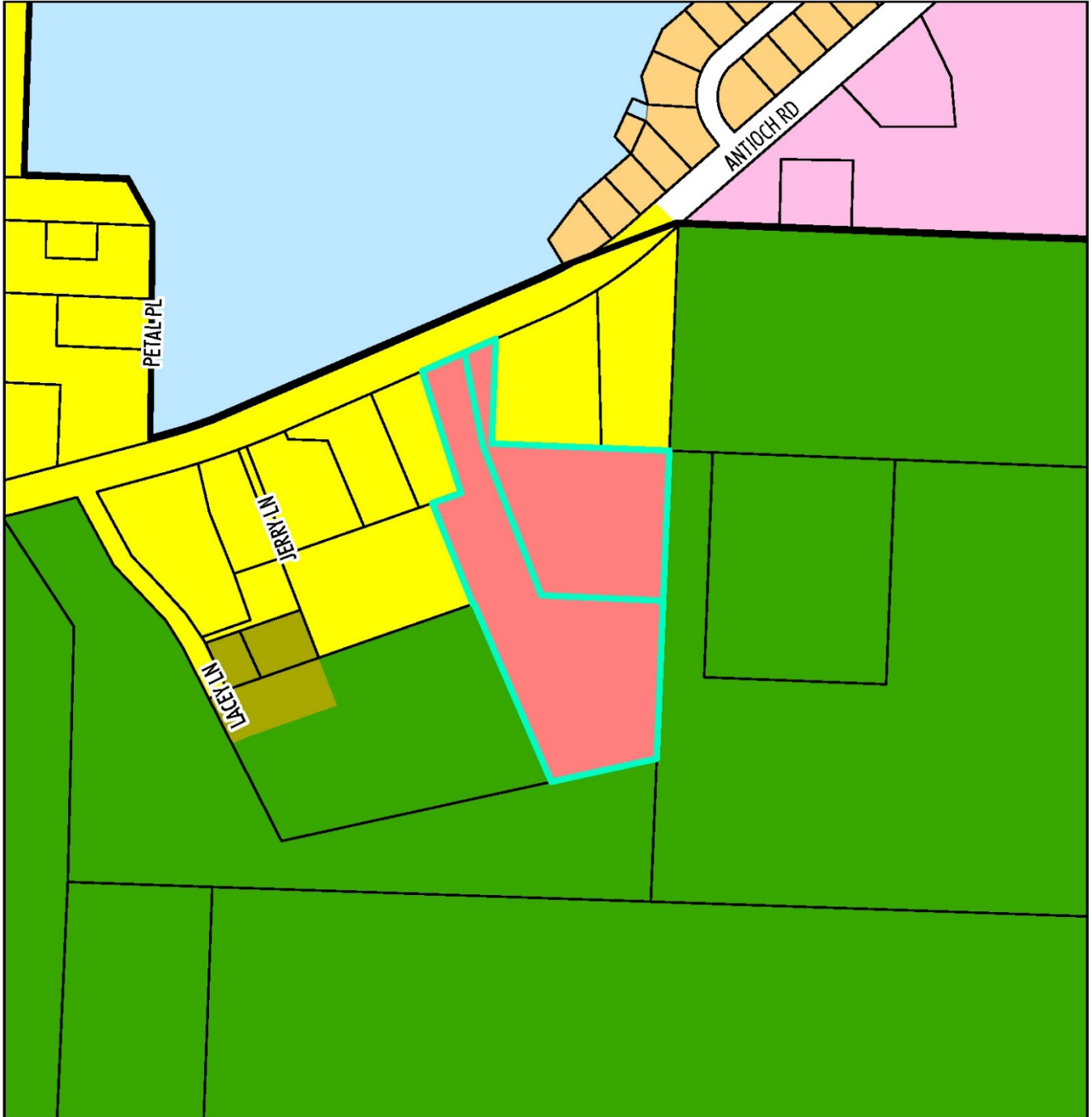
City Future Land Use



County Future Land Use



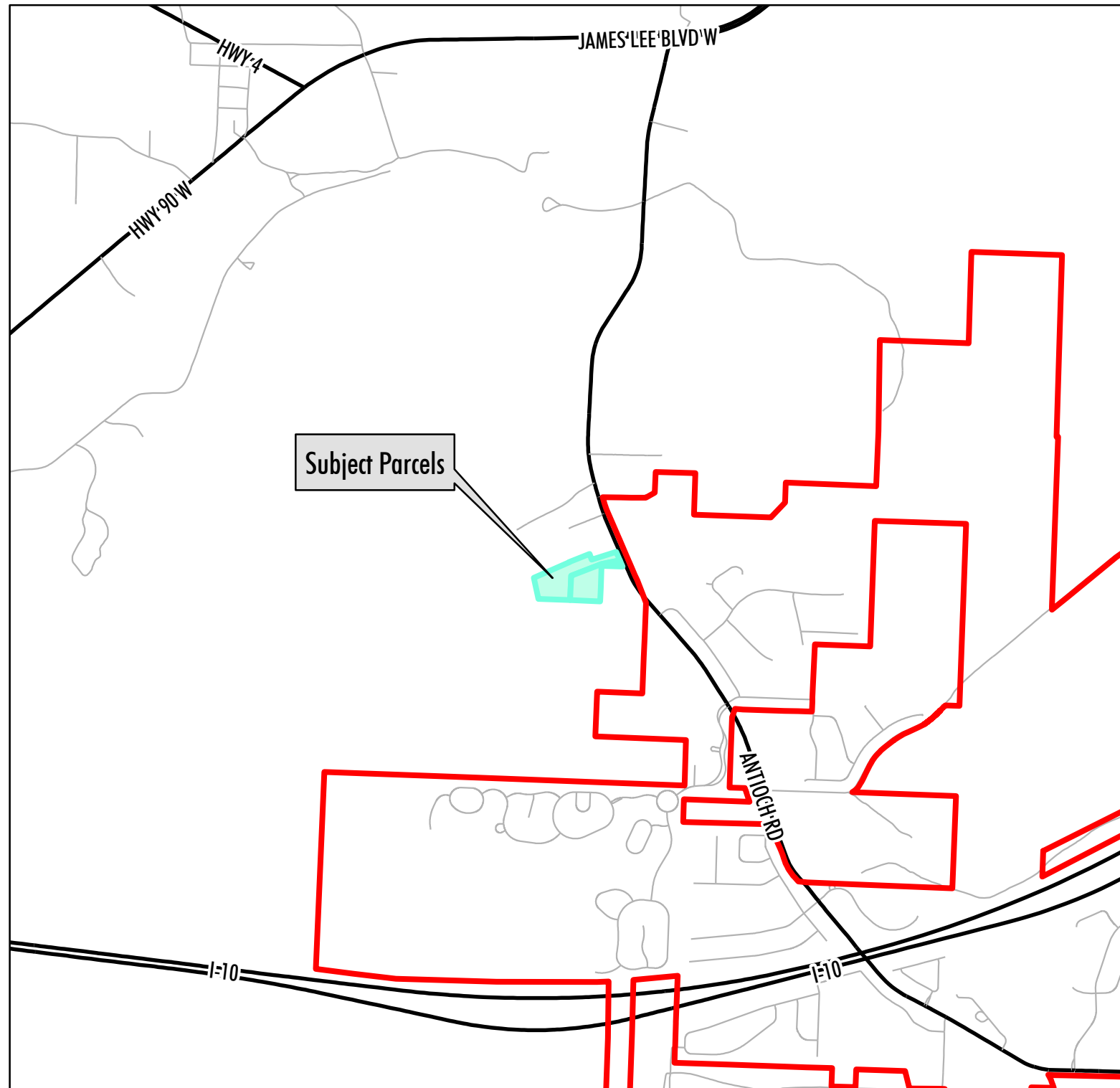
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



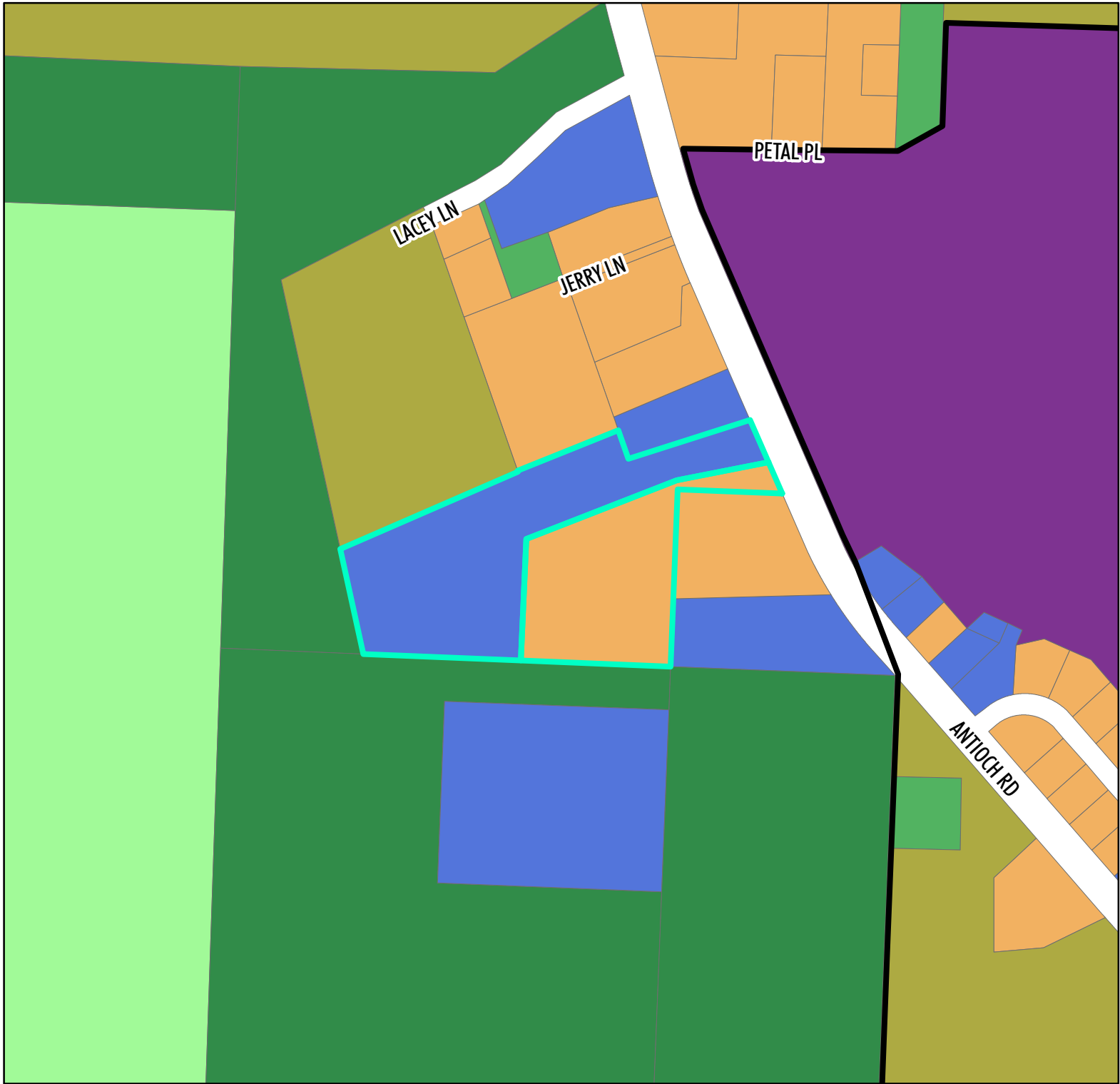
Vicinity Map



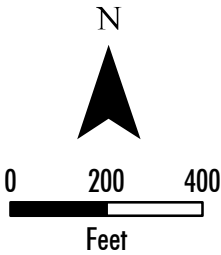
Not to Scale



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



Existing Use



Legend

- Subject Parcel
- City Limits
- Existing Use**
 - 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

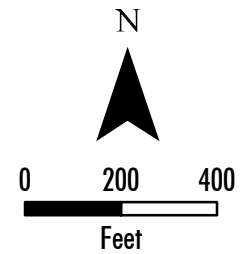
- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

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

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

Current Zoning



Legend

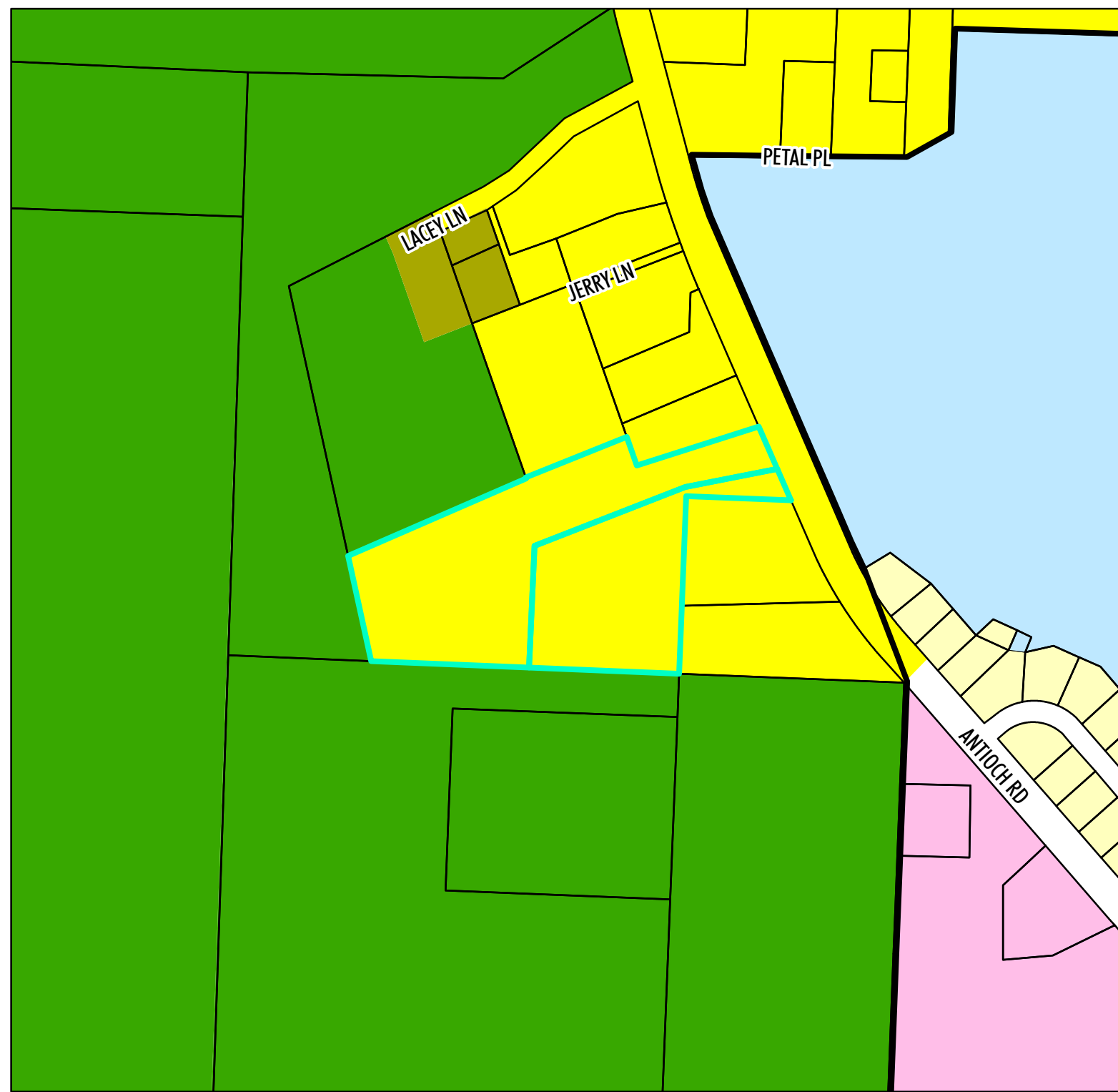
- Subject Parcel
- City Limits

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

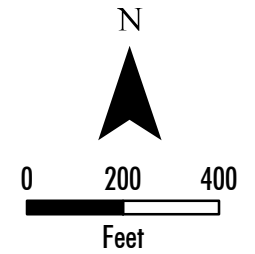
 Agriculture (AG)

 Low Density Residential (LDR)

 Mixed Use (MU)

PREPARED BY CITY OF CRESTVIEW
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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 23, 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: 5/17/2022
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 on May 2, 2022, by a vote of 3-2. The first reading was approved by the City Council on May 9, 2022.

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 adoption of Ordinance 1873 on second reading.

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 23rd day of May, 2022.

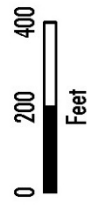
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 23rd day of May, 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)

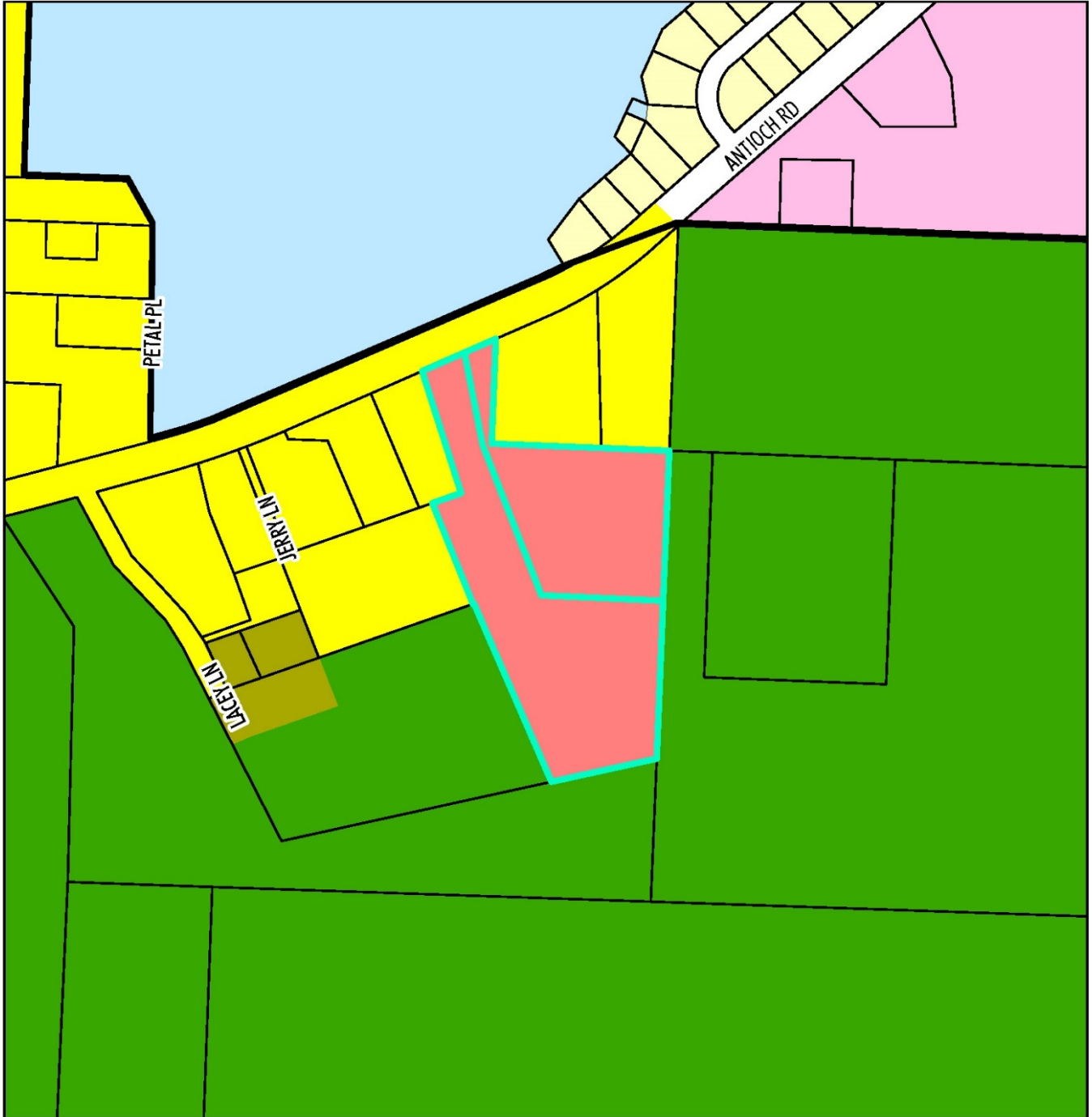
Conservation (E)

County Zoning

Agricultural (AA)

Residential - 1 (R-1)

Mixed Use (MU)

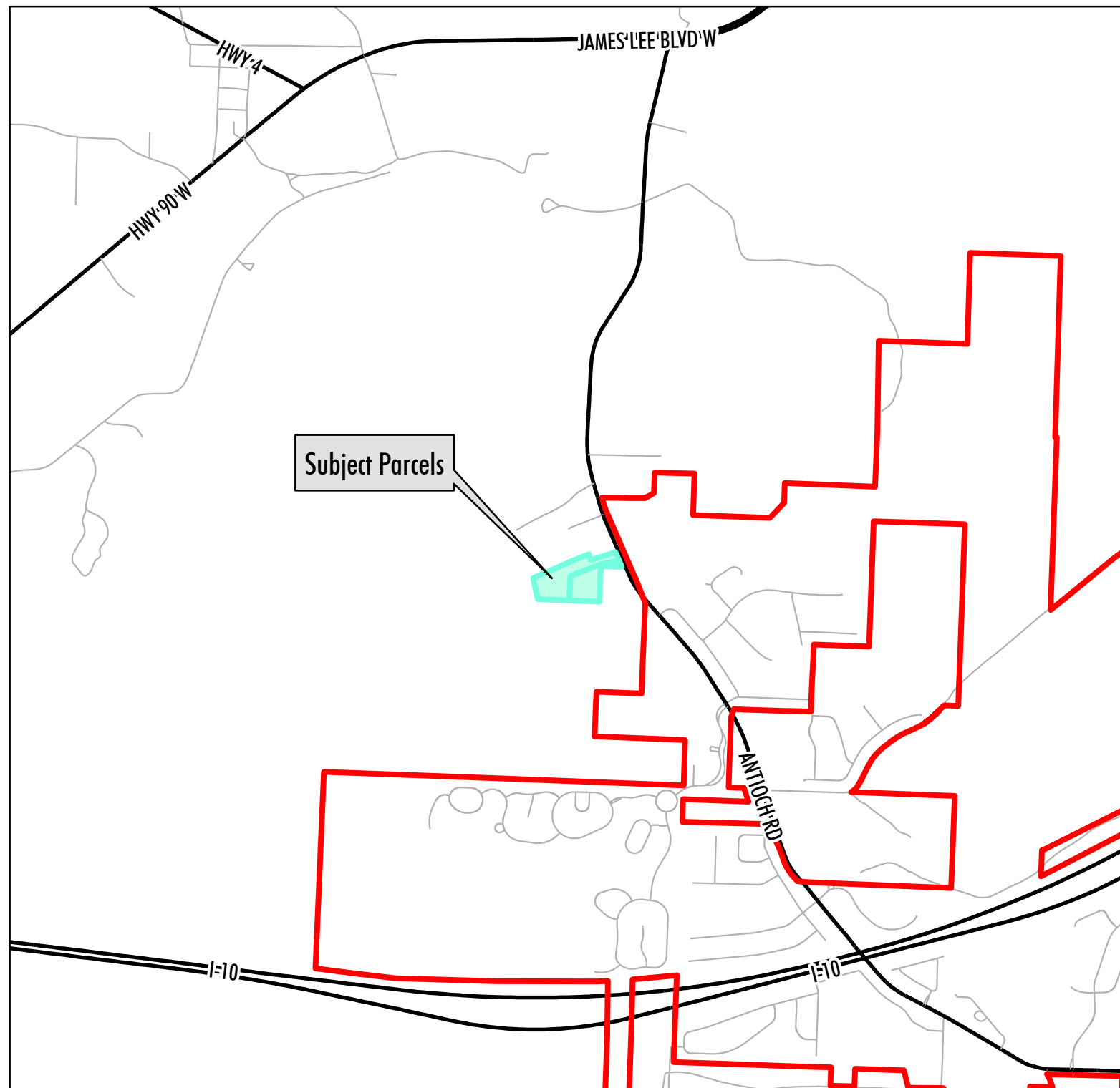


PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

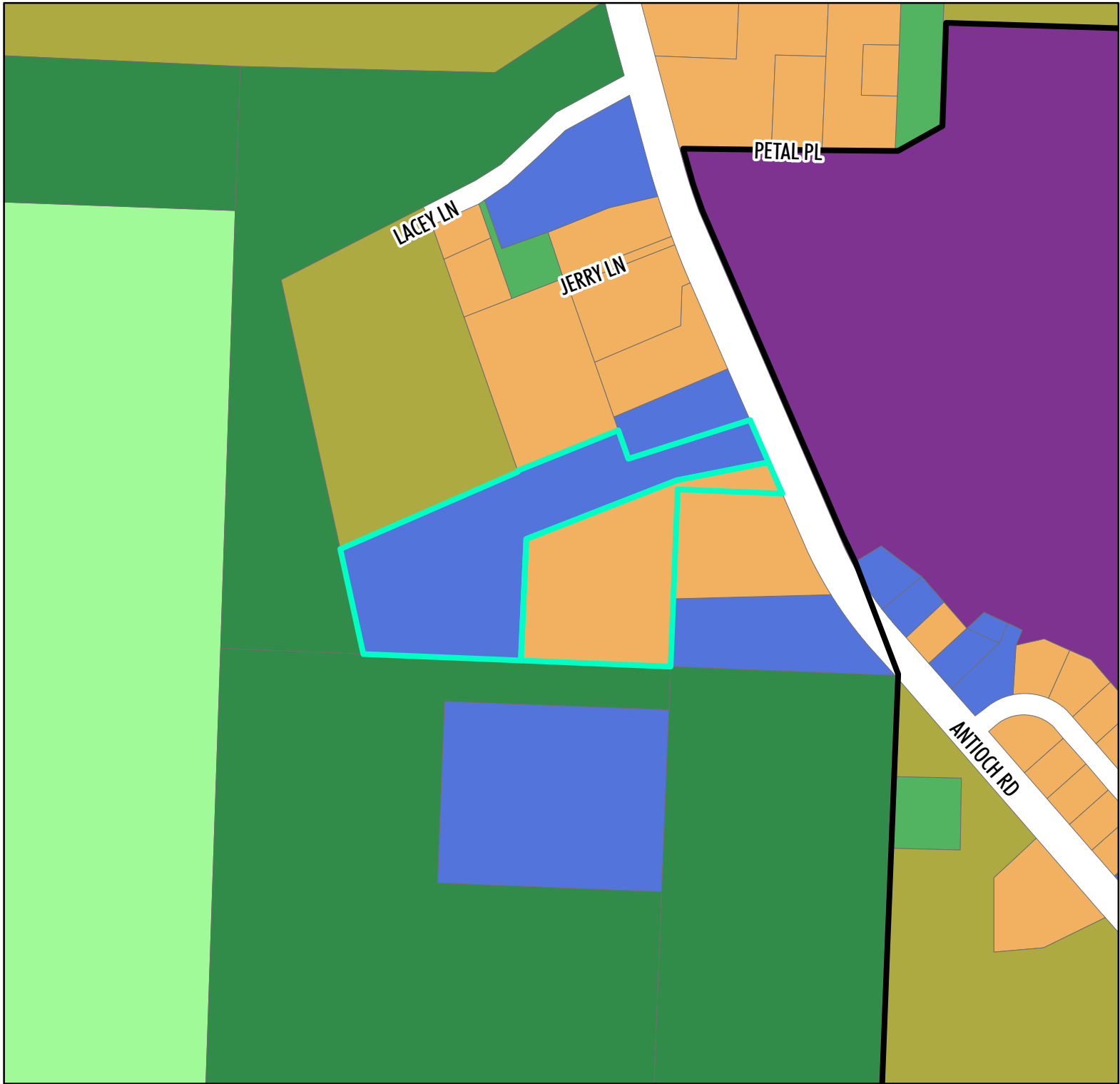
Vicinity Map



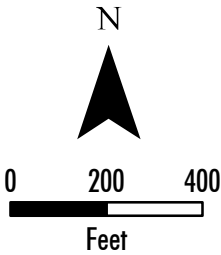
Not to Scale



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COMMUNITY DEVELOPMENT SERVICES
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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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

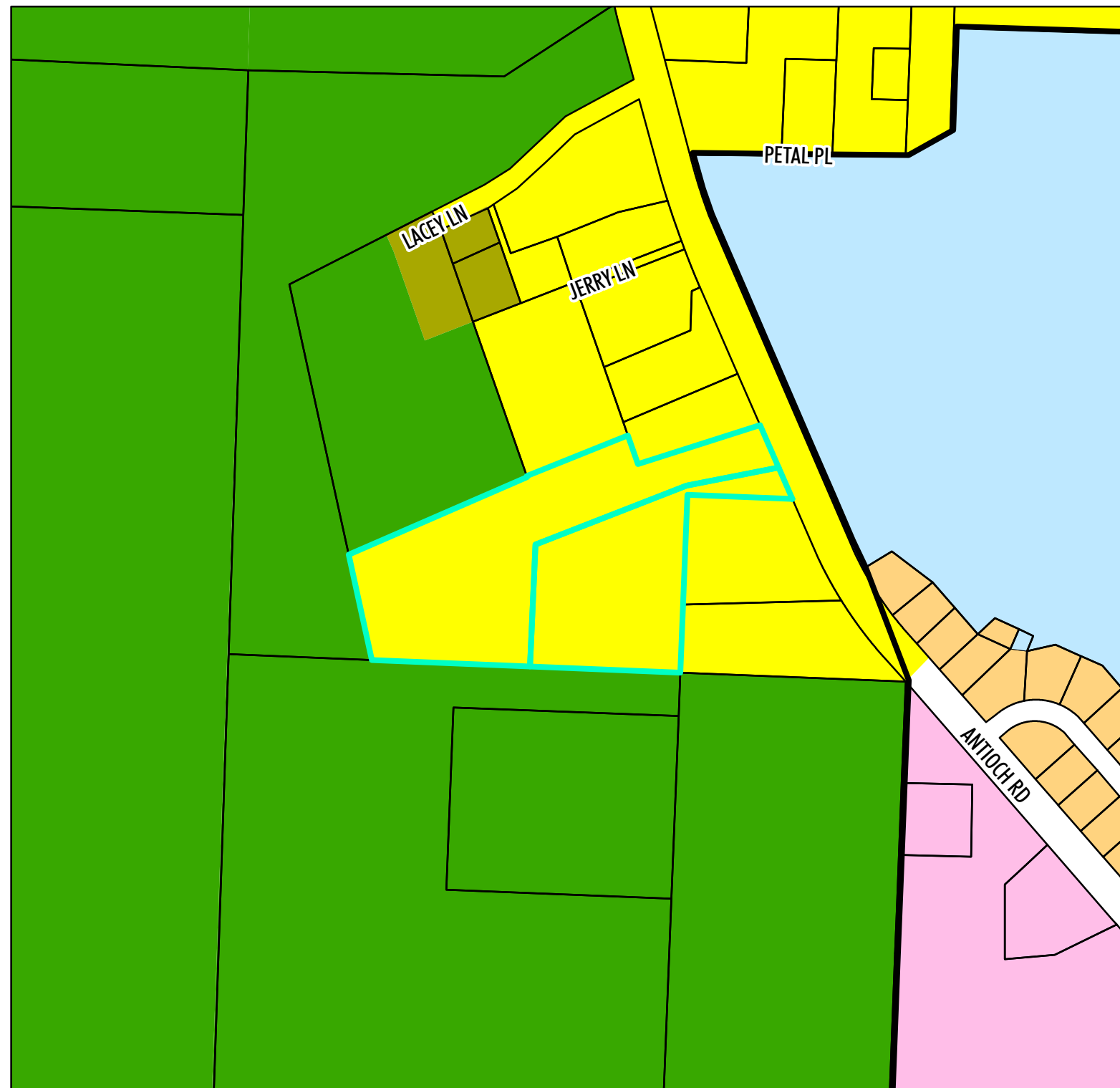
City Future Land Use

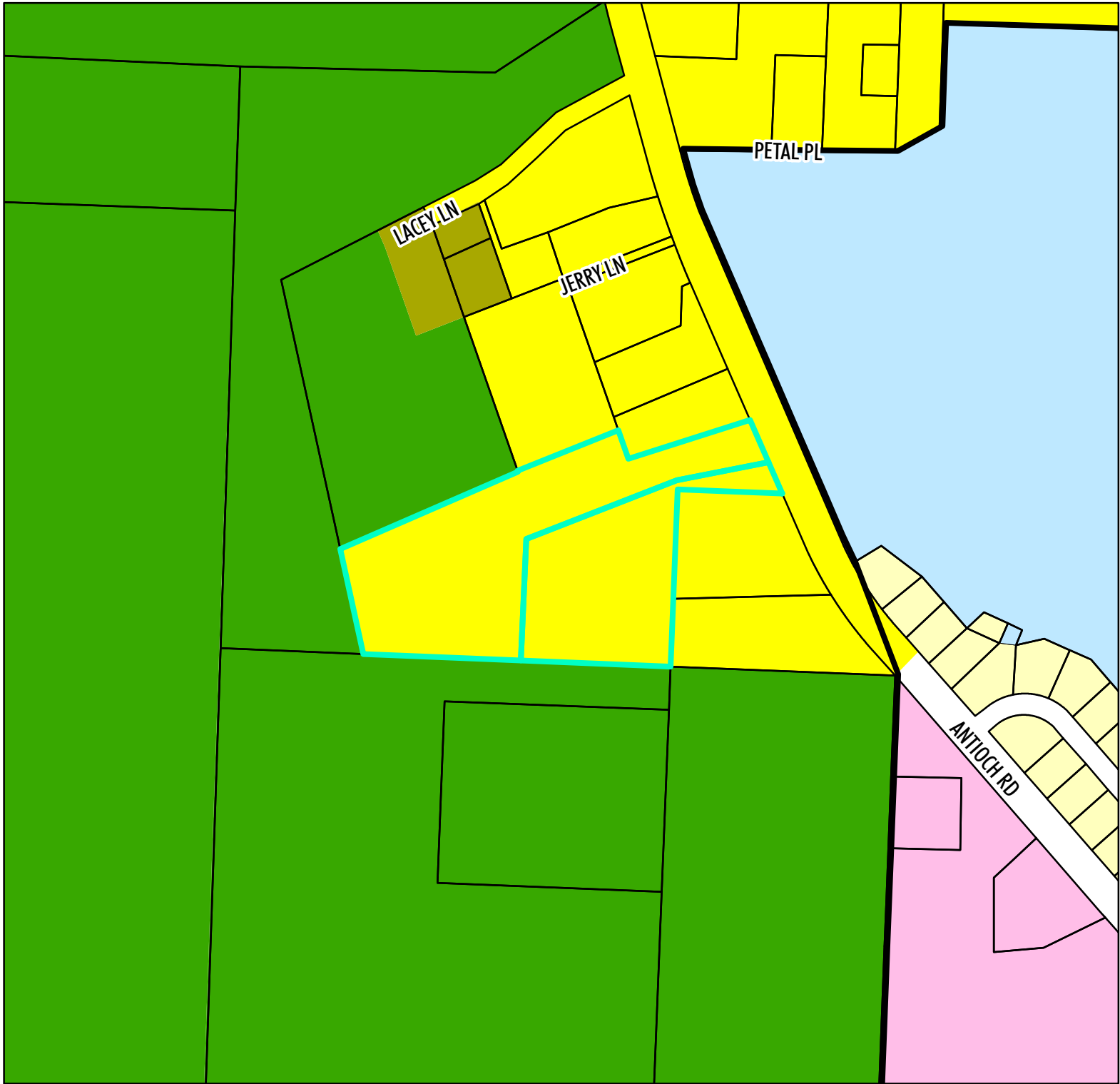
- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

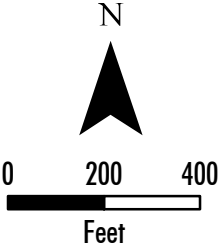
- Agriculture (AG)
- Low Density Residential (LDR)
- Mixed Use (MU)

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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

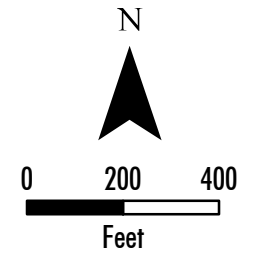
 Agriculture (AG)

 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 23, 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: 5/17/2022
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 on May 2, 2022, and the first reading was approved by the City Council on May 9, 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 adoption of Ordinance 1866 on second reading.

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 23rd day of May, 2022.

ATTEST:

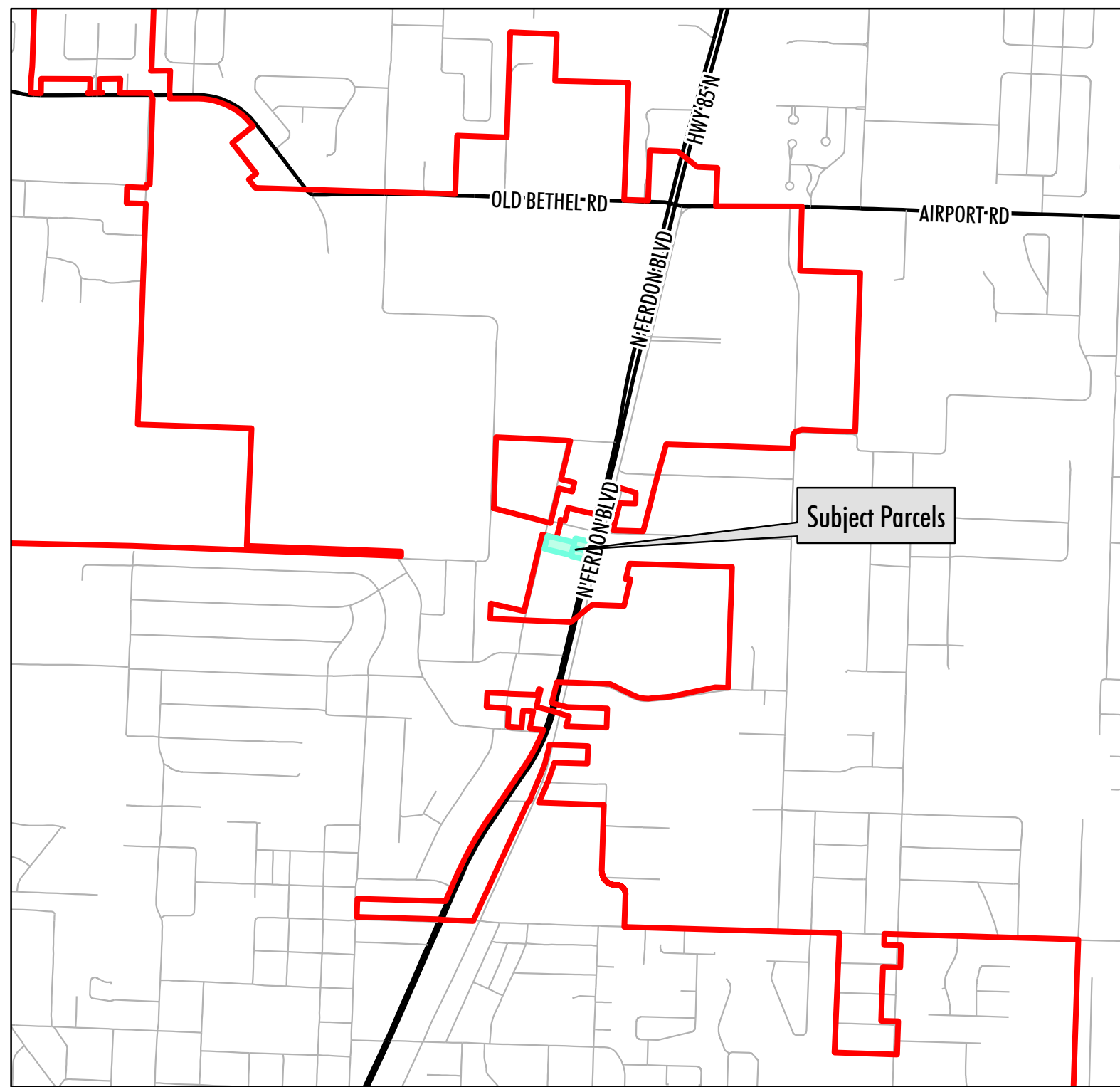
Maryanne Schrader
City Clerk

Approved by me this 23rd day of May, 2022.

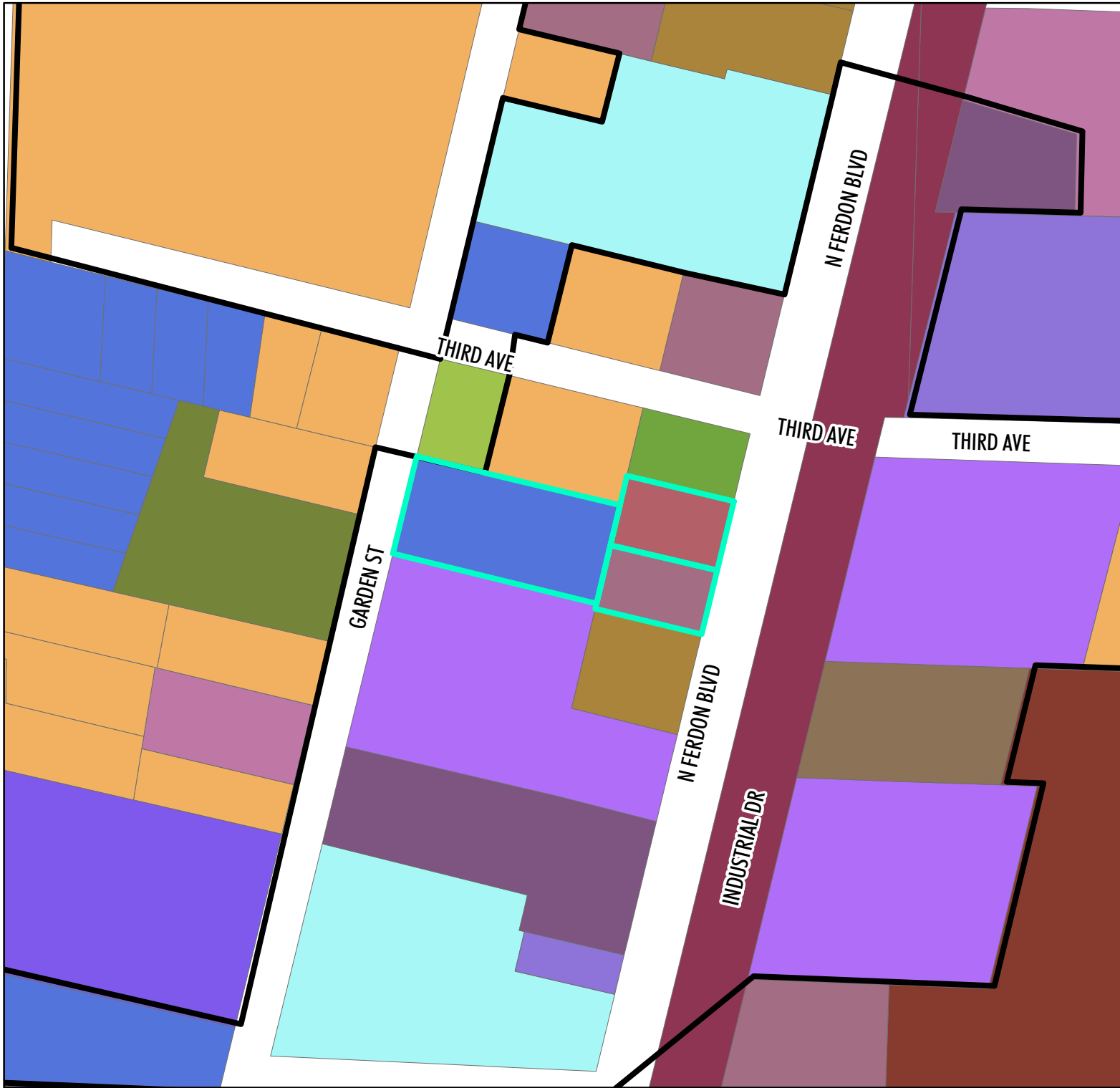
J. B. Whitten



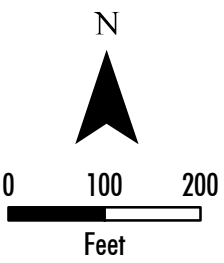
Vicinity Map



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

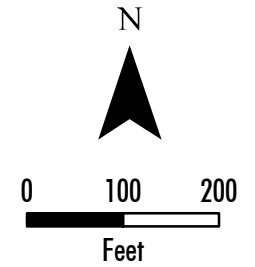


Legend

- 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



Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

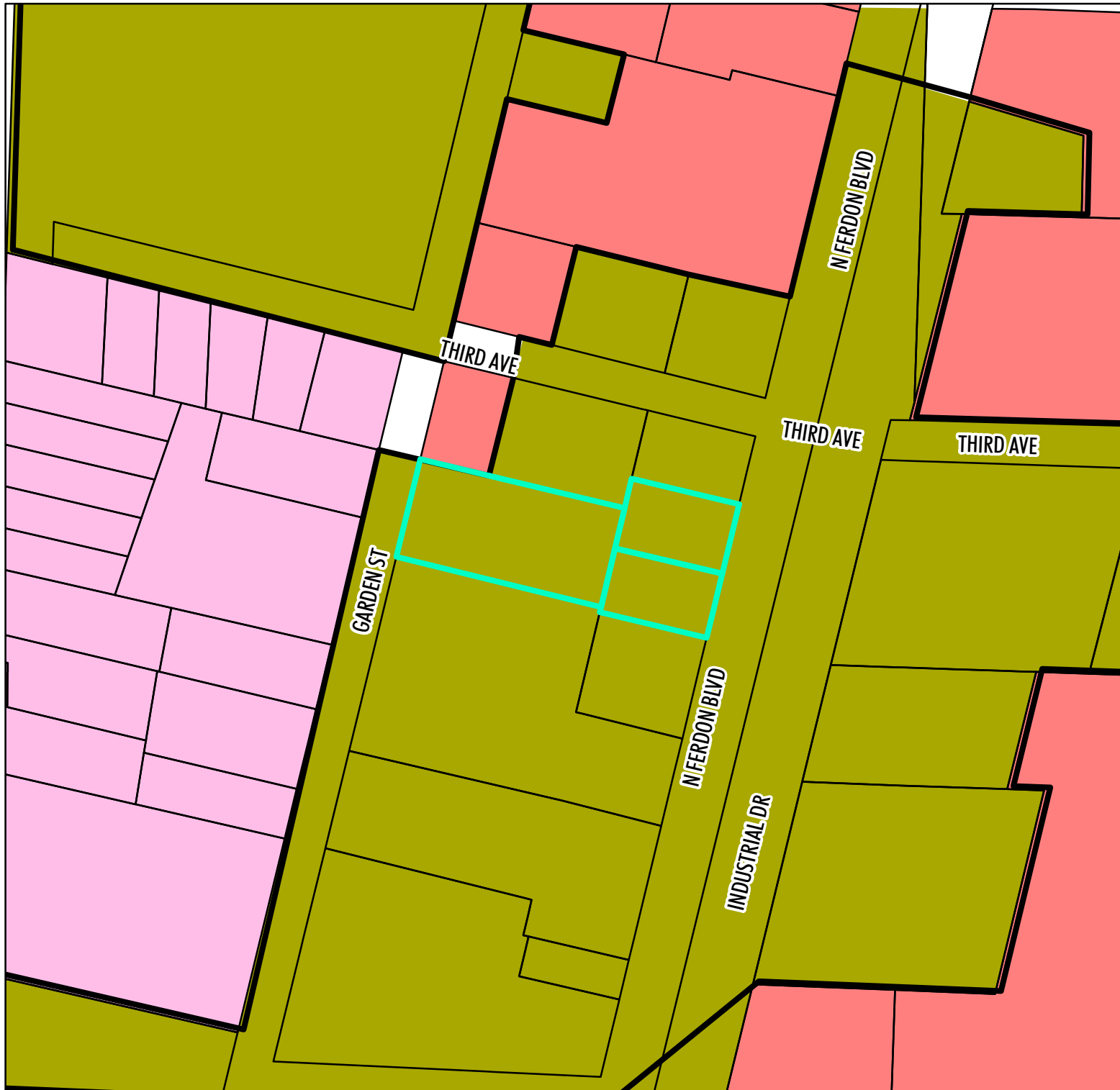
Conservation (CON)

Public Lands (PL)

Residential (R)

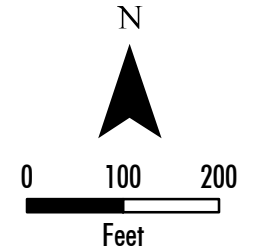
County Future Land Use

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

Current Zoning



Legend

Subject Parcel

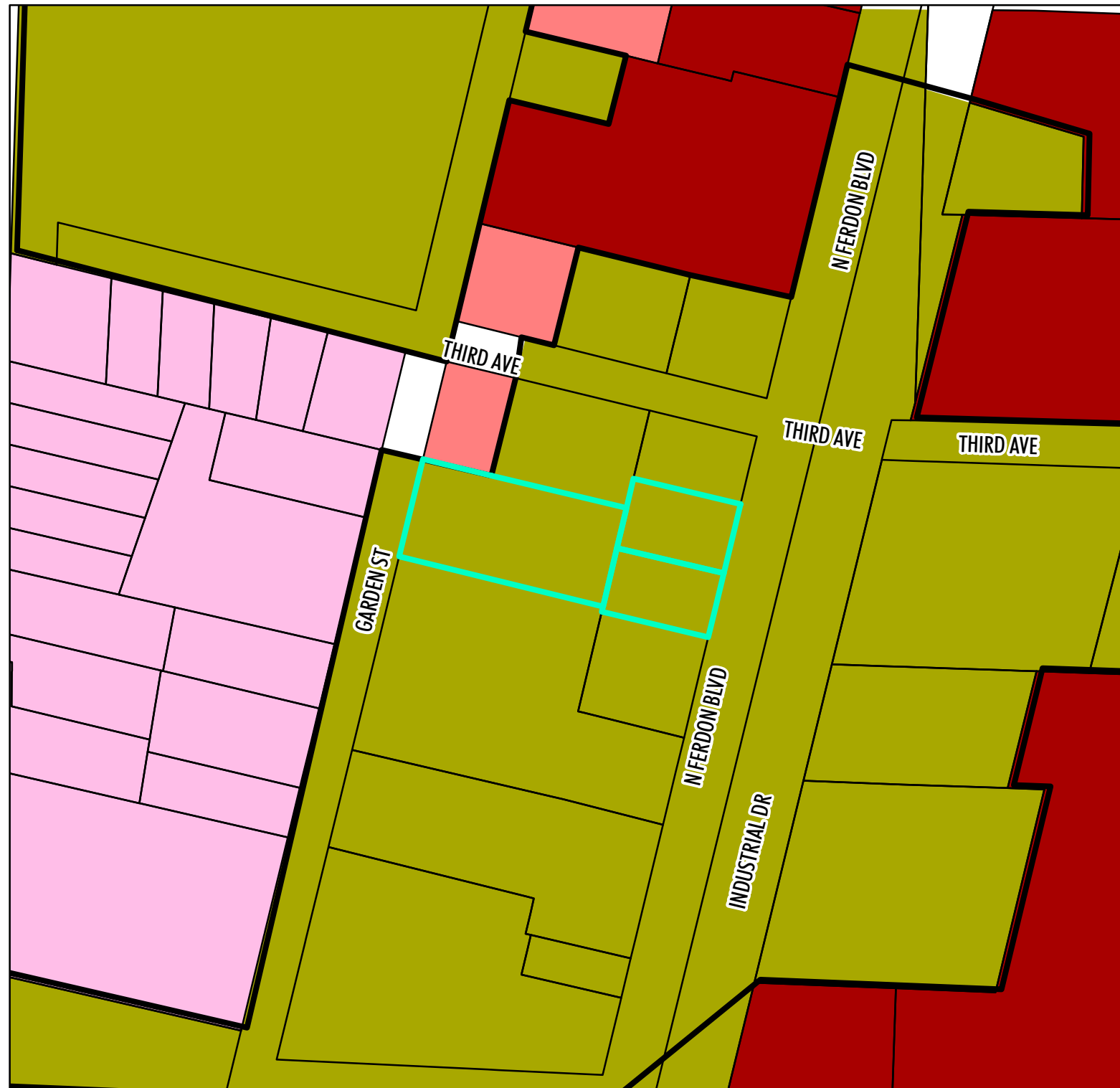
City Limits

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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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)

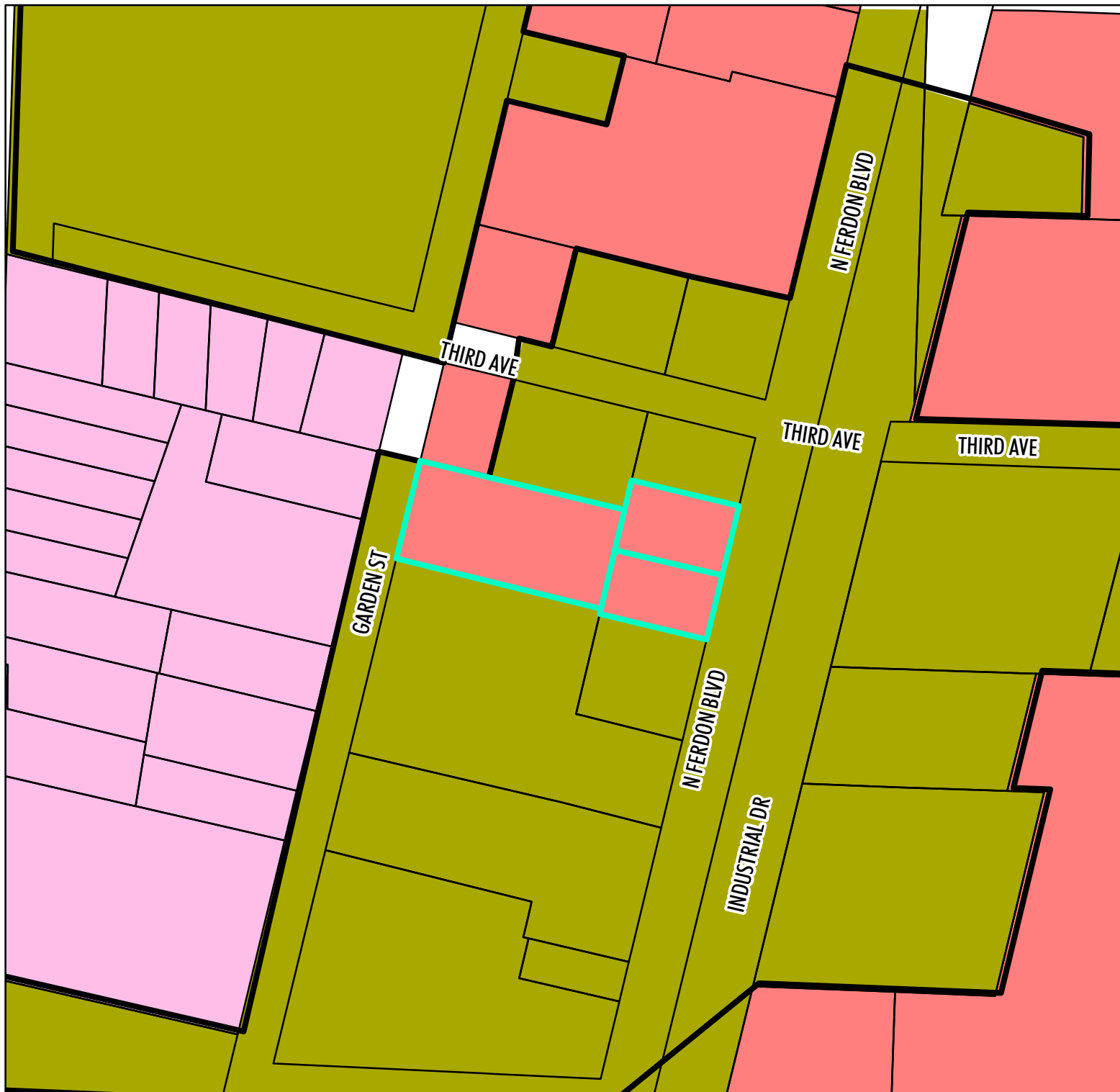
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 Public Lands (PL)

 Residential (R)

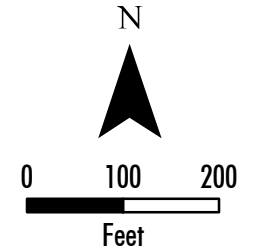
County Future Land Use

 Mixed Use (MU)



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OKALOOSA COUNTY GIS DEPARTMENT
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Proposed Zoning



Legend

Subject Parcel

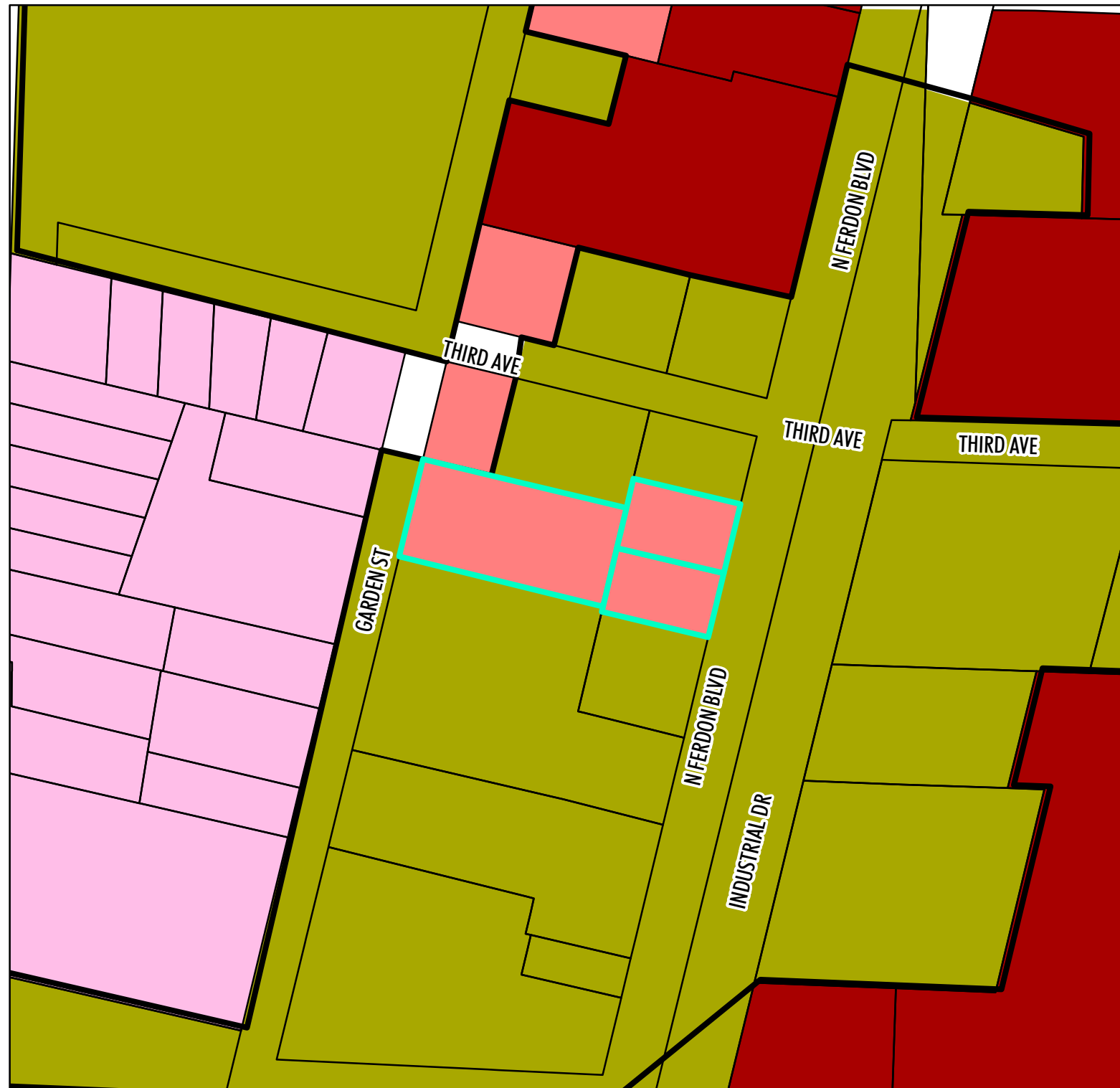
City Limits

City Zoning

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- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

- Mixed Use (MU)



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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)

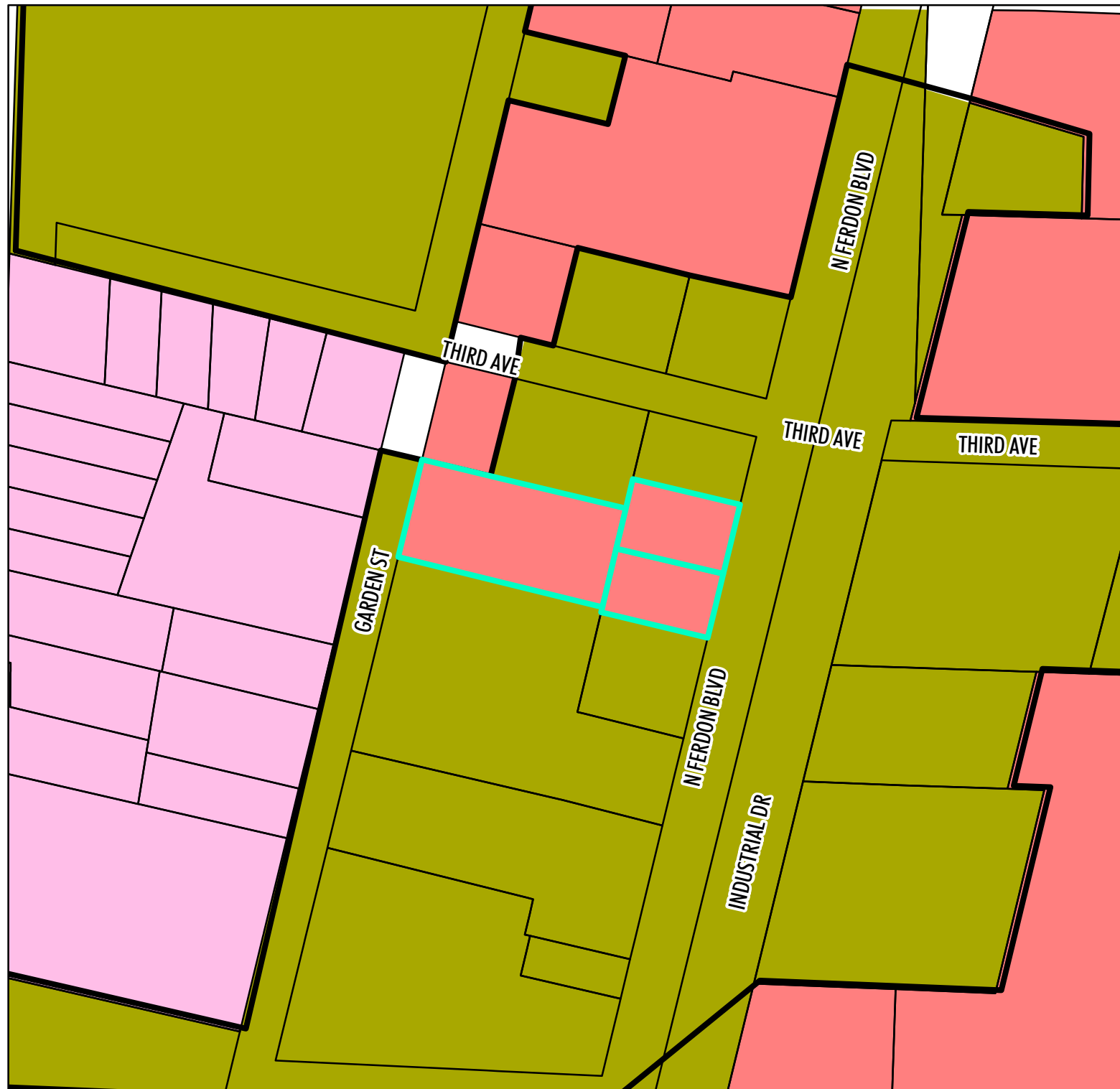
 Conservation (CON)

 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

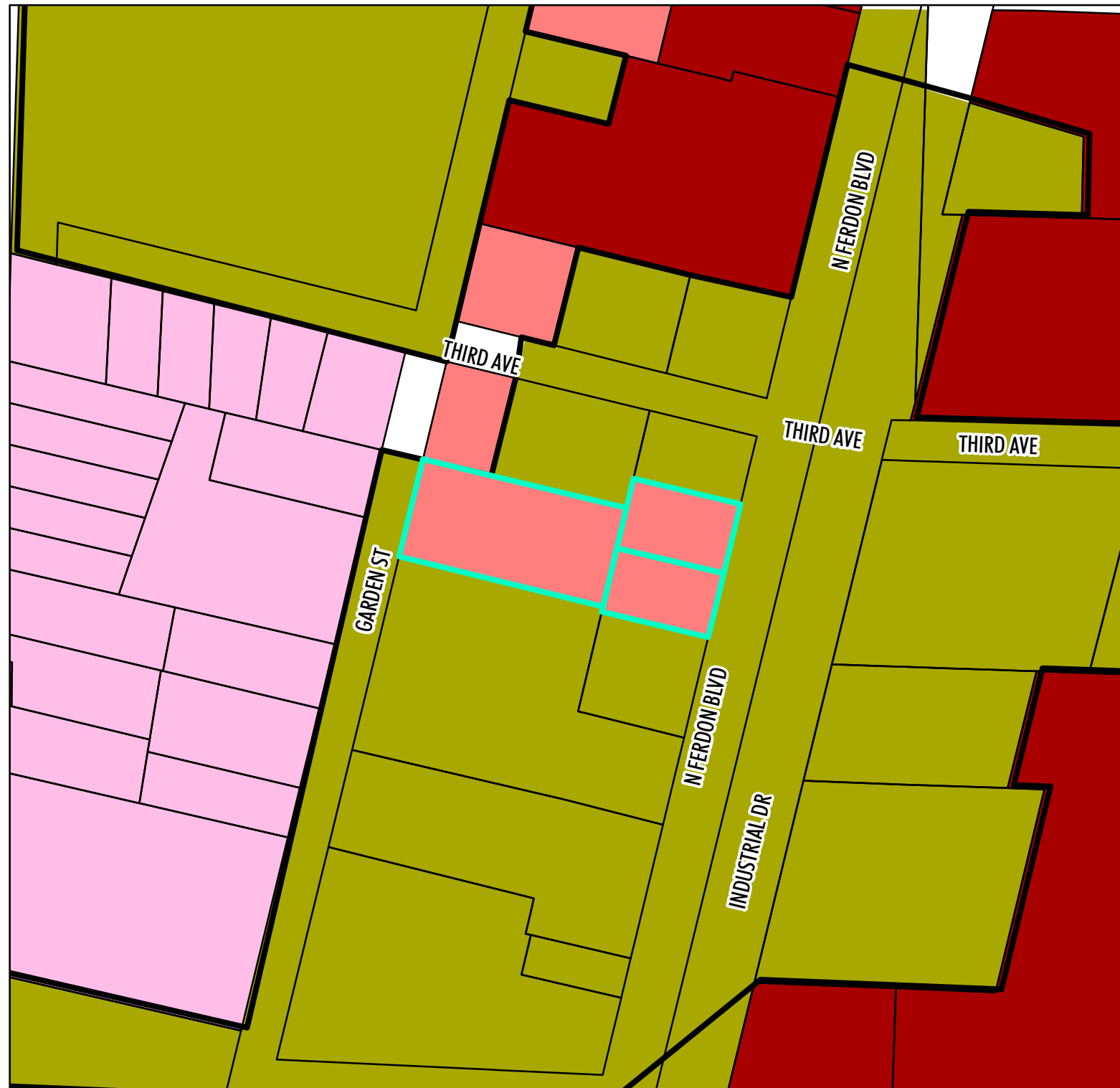
City Zoning

-  Single Family Estate Dwelling District (R-1E)
-  Single Family Low Density District (R-1)
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-  Industrial (IN)
-  Public Lands (P)
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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 23, 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: 5/17/2022
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 on May 2, 2022, and the first reading was approved by the City Council on May 9, 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 adoption of Ordinance 1867 on second reading.

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 23rd day of May, 2022.

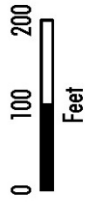
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 23rd day of May, 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)

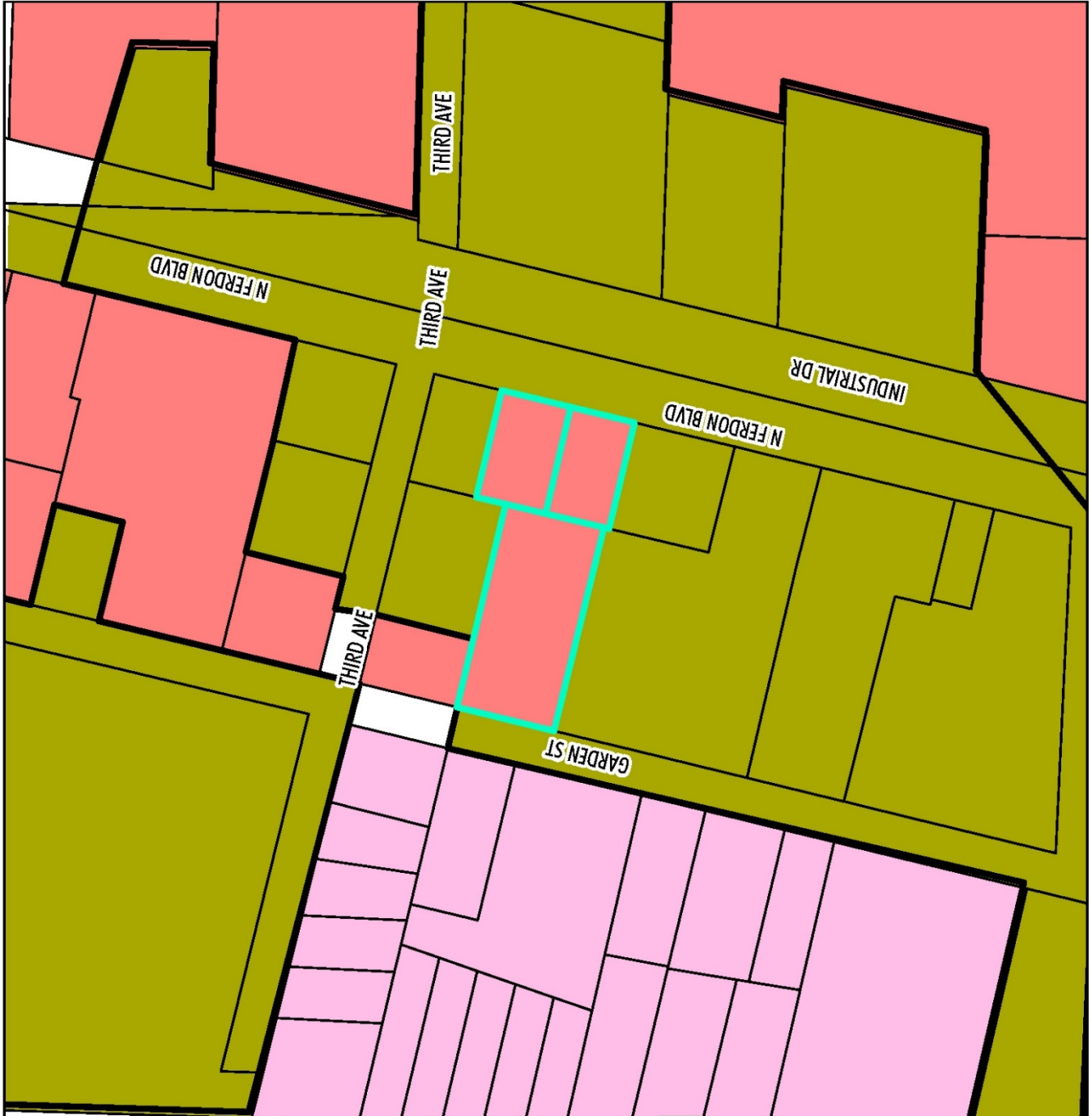
Public Lands (PL)

Residential (R)

County Future Land Use

Mixed Use (MU)

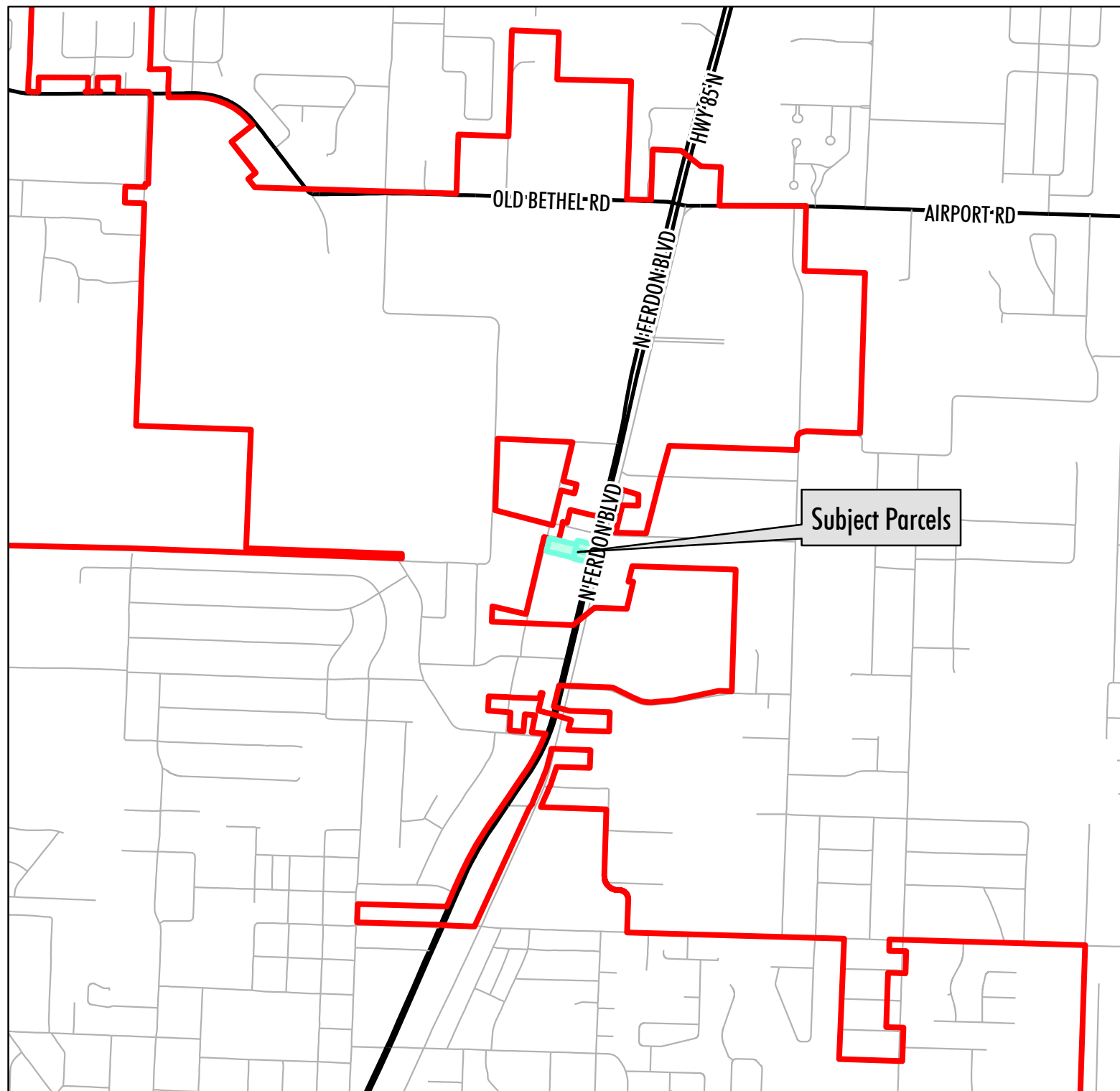
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



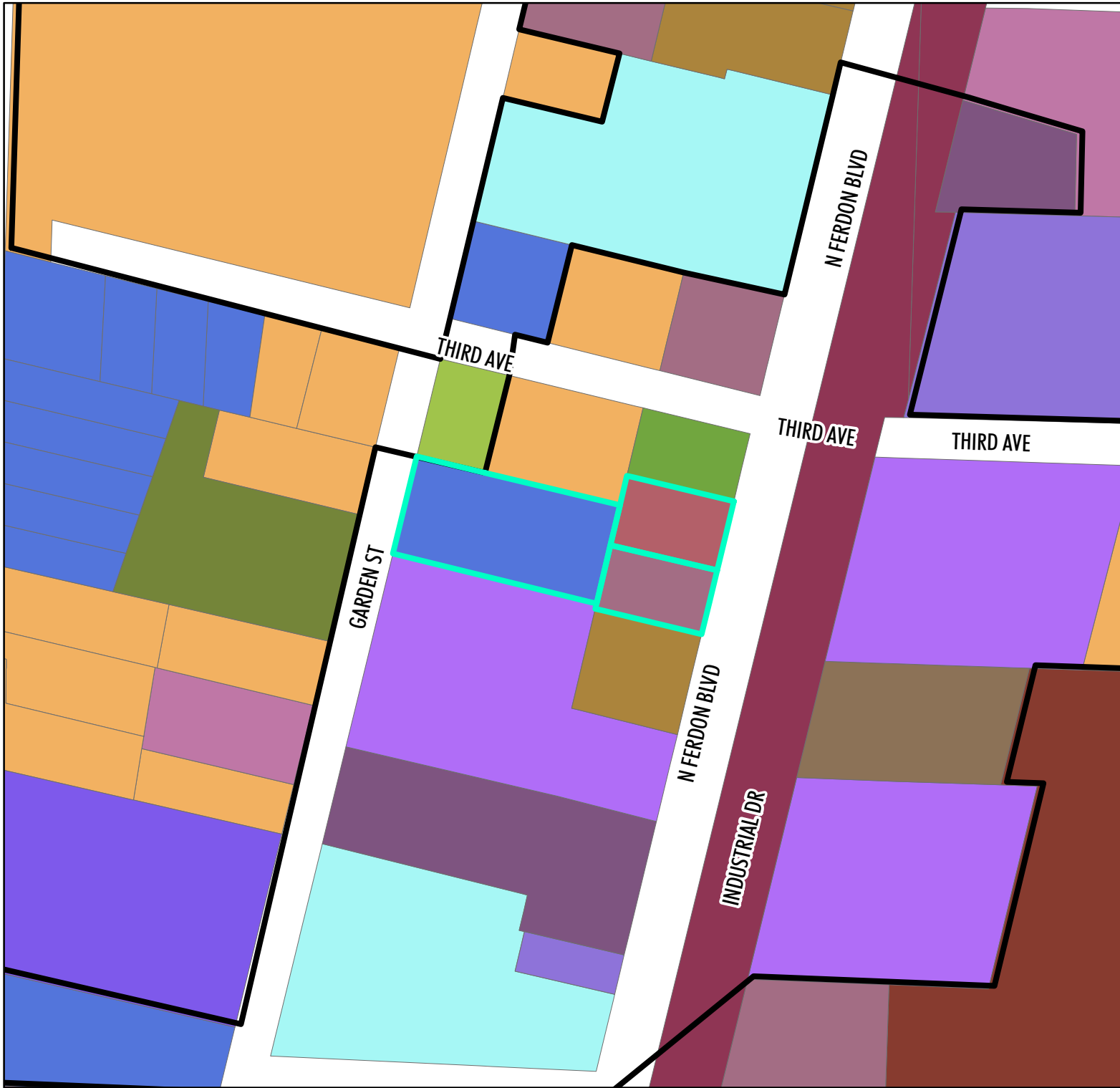
Vicinity Map



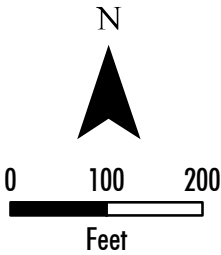
Not to Scale



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



Existing Use



Legend

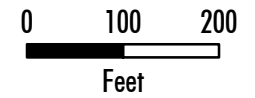
- Subject Parcel
- City Limits

Existing Use

- Churches
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- Vehicle Sale
- Warehouse

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Current Future Land Use



Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

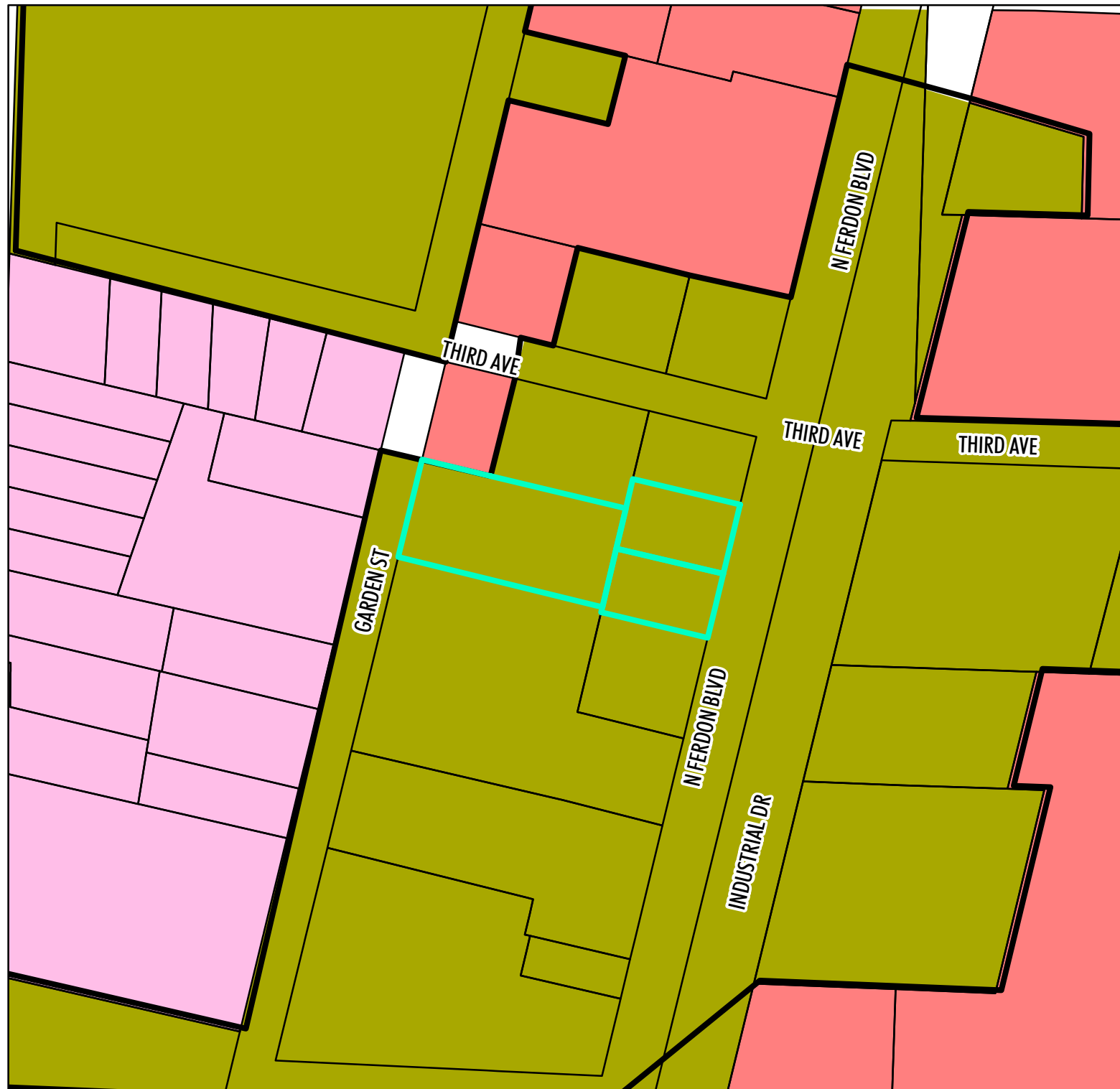
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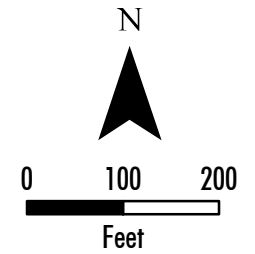
County Future Land Use

 Mixed Use (MU)



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COMMUNITY DEVELOPMENT SERVICES
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Current Zoning



Legend

Subject Parcel

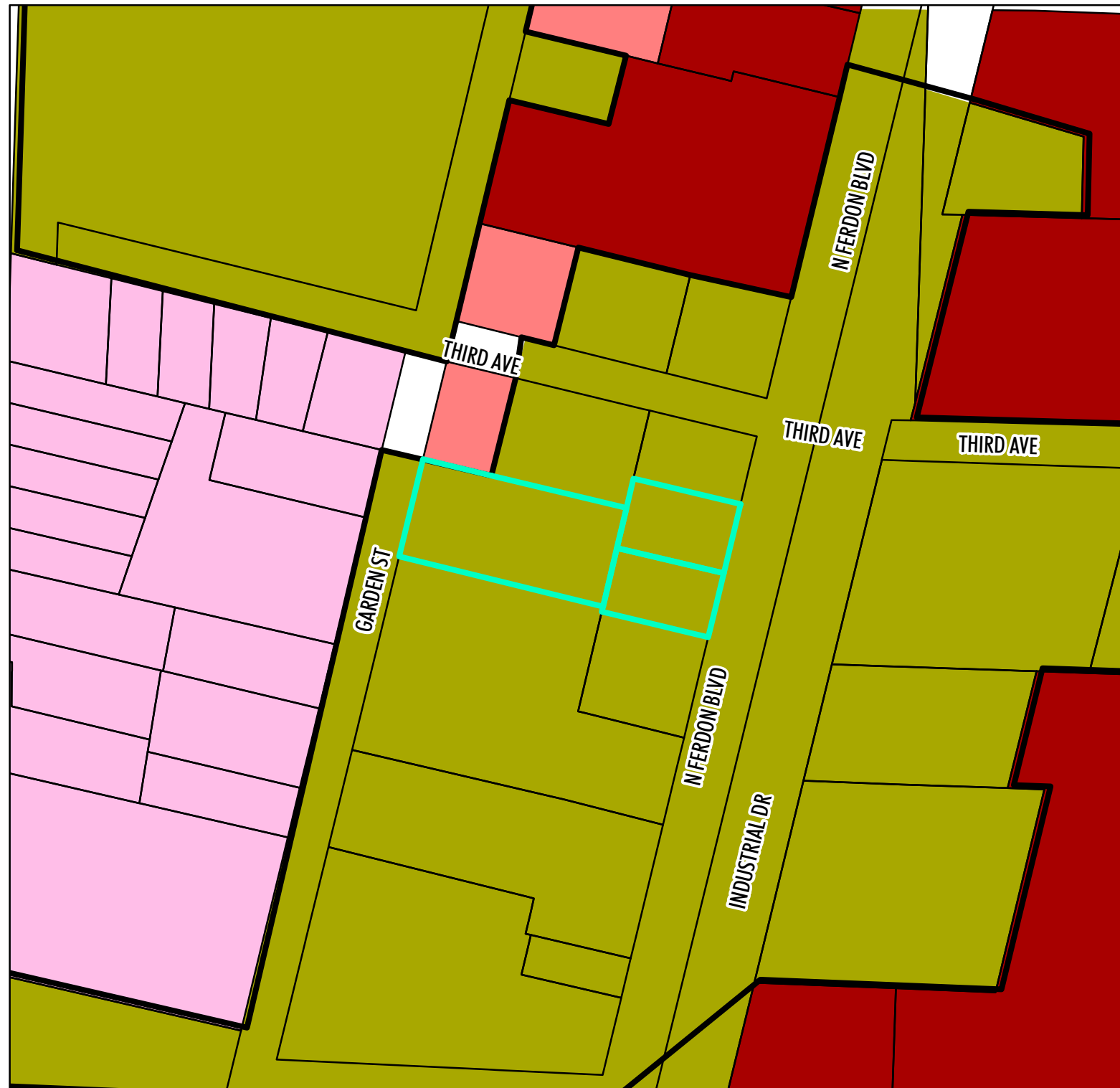
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County Zoning

- Mixed Use (MU)



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Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

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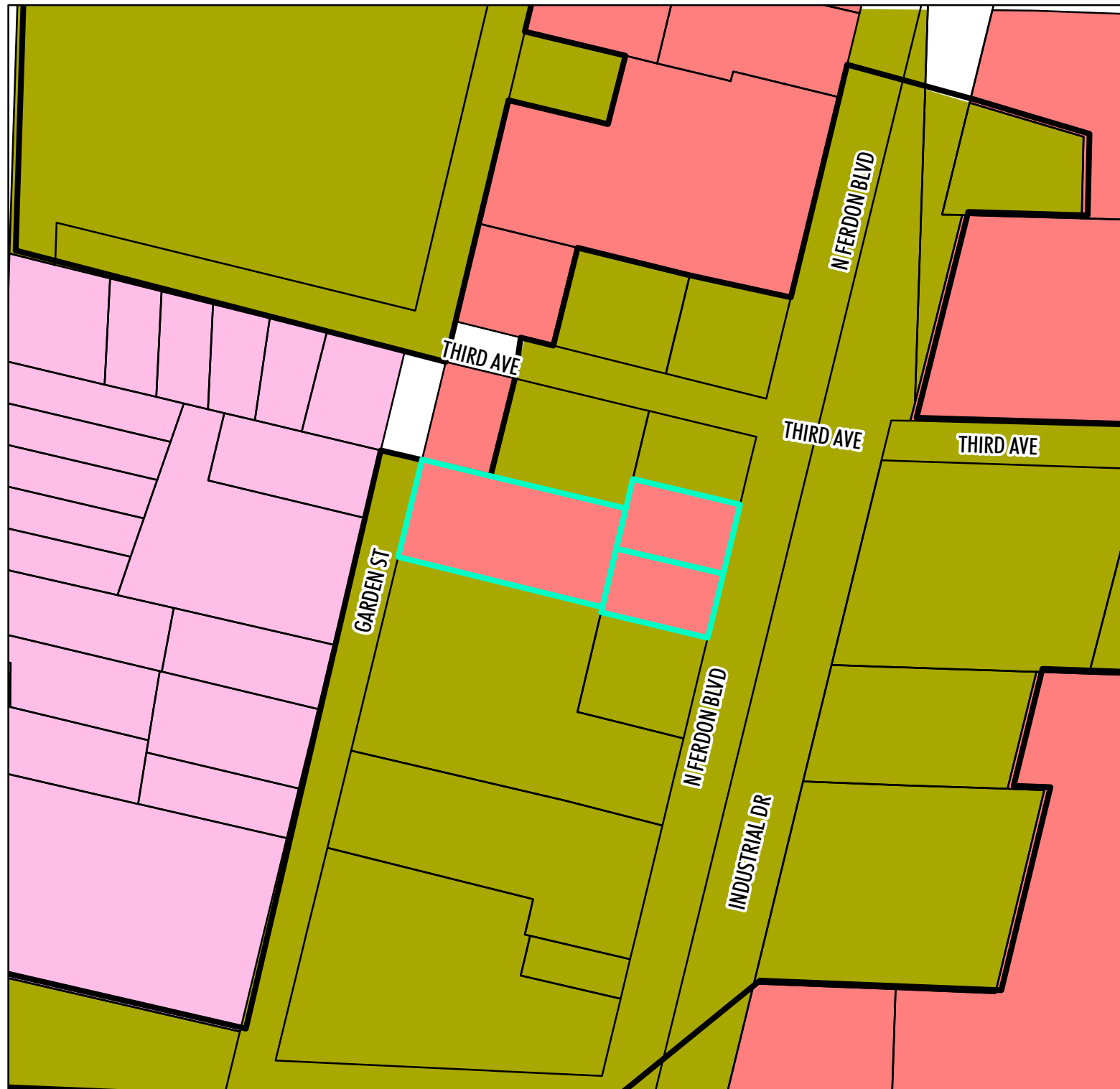
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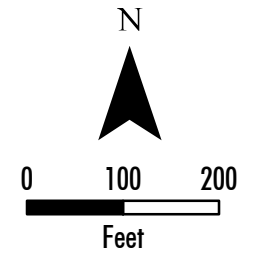
County Future Land Use

 Mixed Use (MU)



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Proposed Zoning



Legend

 Subject Parcel

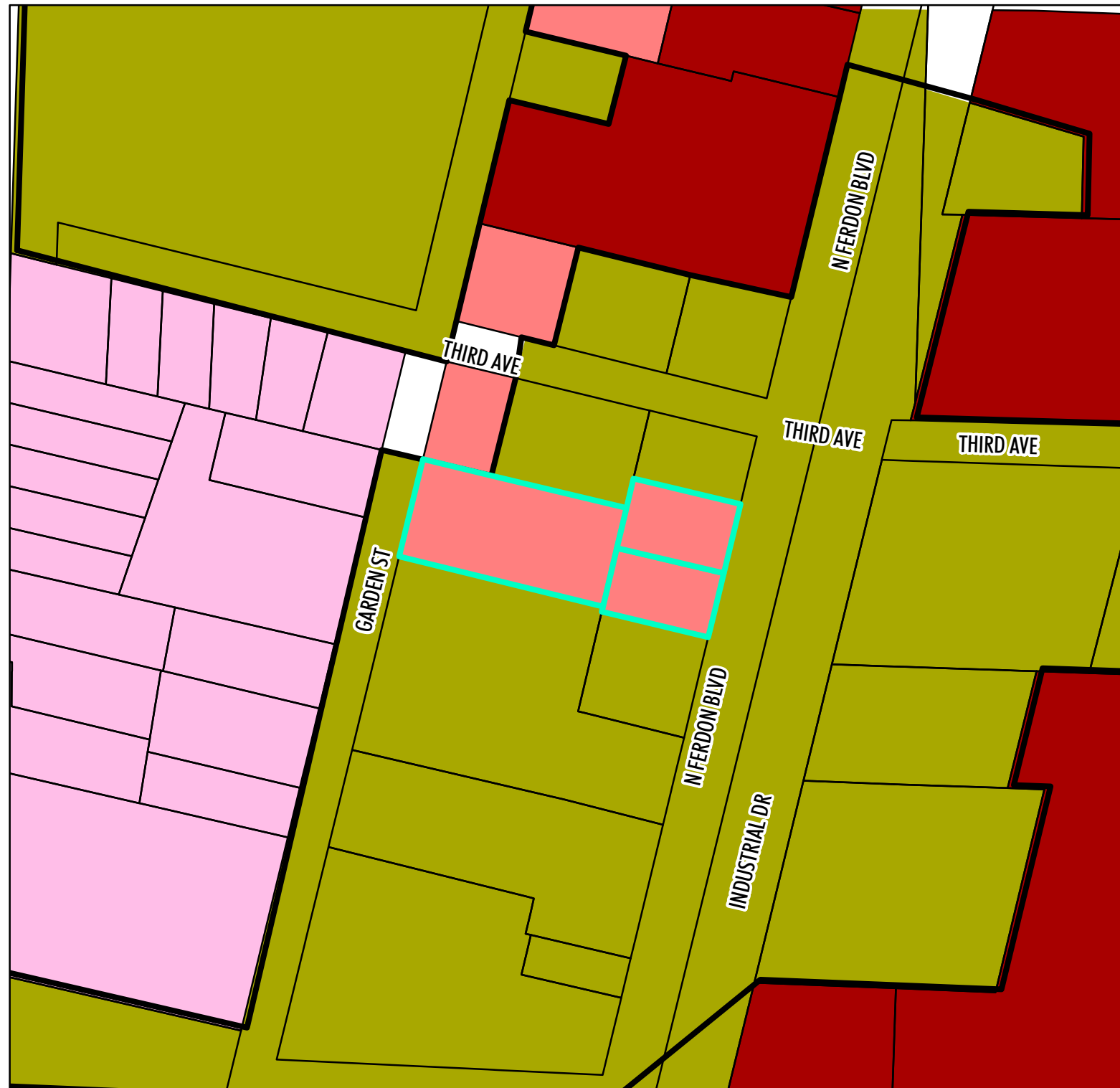
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County Zoning

 Mixed Use (MU)



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Adopted Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

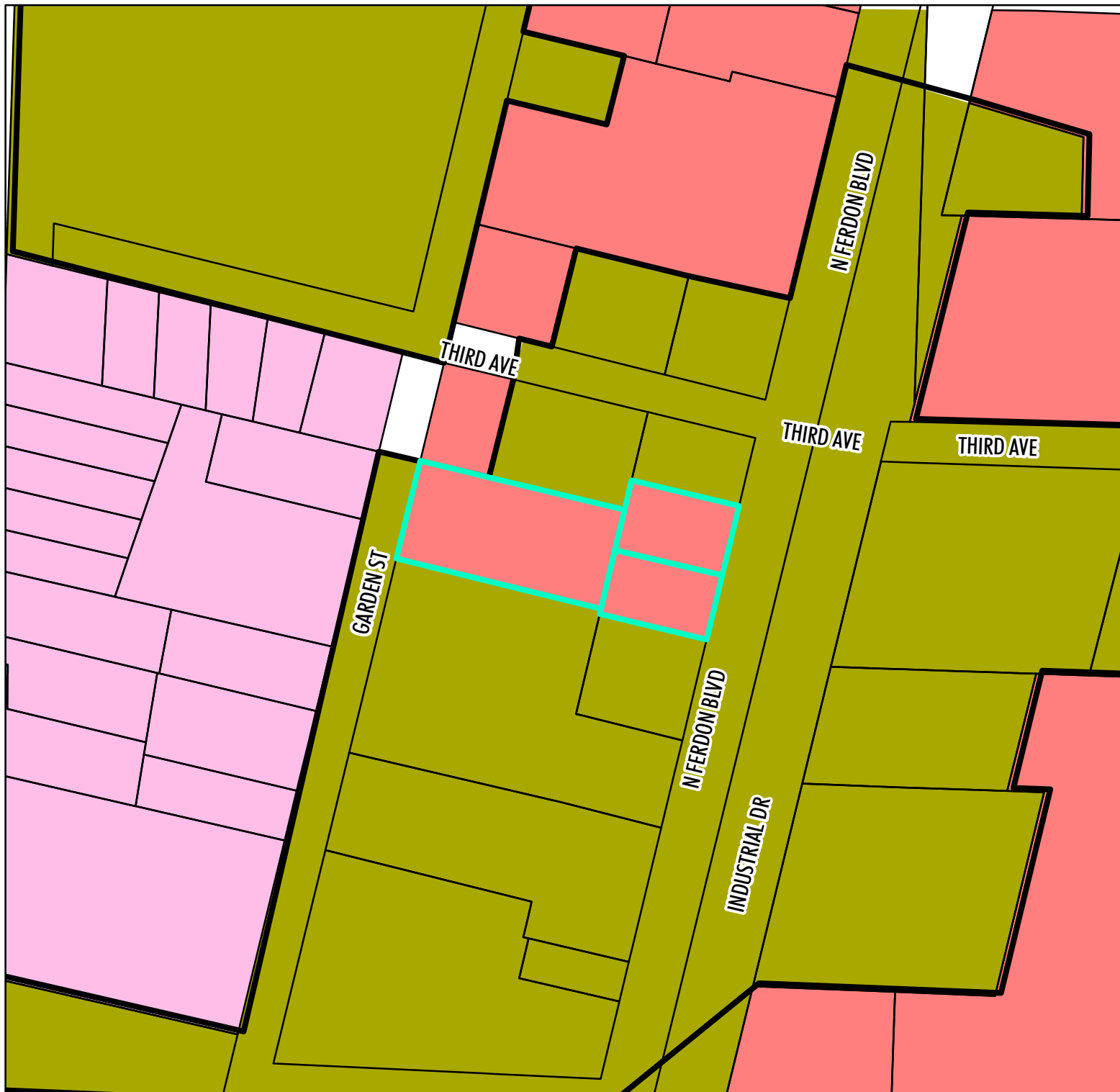
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 Mixed Use (MU)



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Adopted Zoning



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

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County Zoning

-  Mixed Use (MU)

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Staff Report

CITY COUNCIL MEETING DATE: May 23, 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: 5/17/2022
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 on May 2, 2022, and the first reading was approved by the City Council on May 9, 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 adoption of Ordinance 1868 on second reading.

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 23rd day of May, 2022.

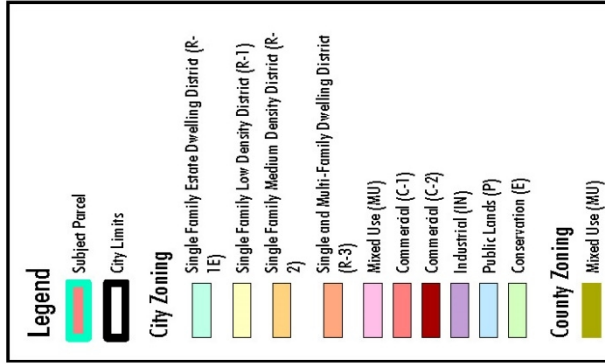
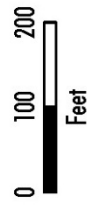
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 23rd day of May, 2022.

J. B. Whitten
Mayor

Adopted Zoning



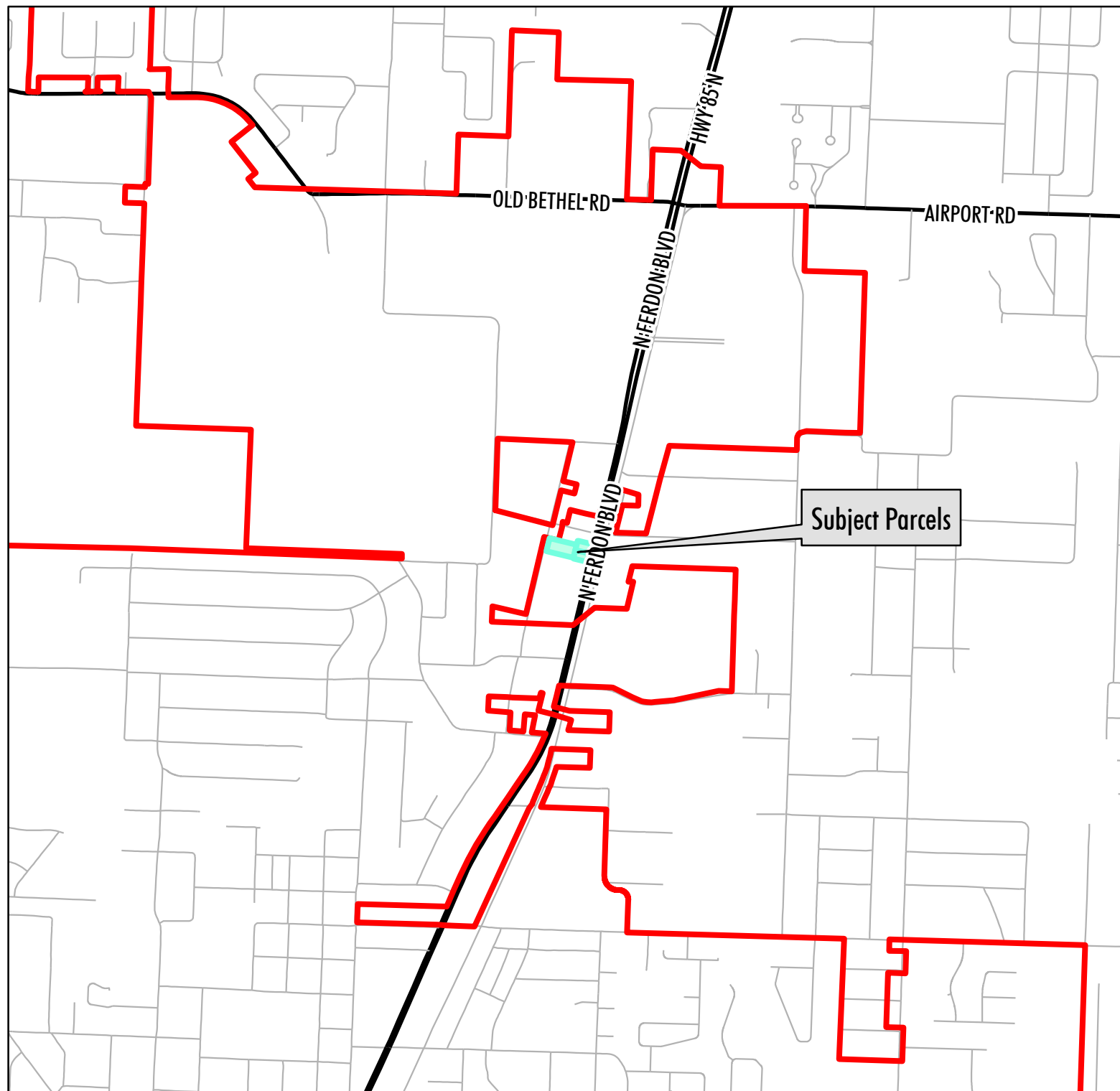
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



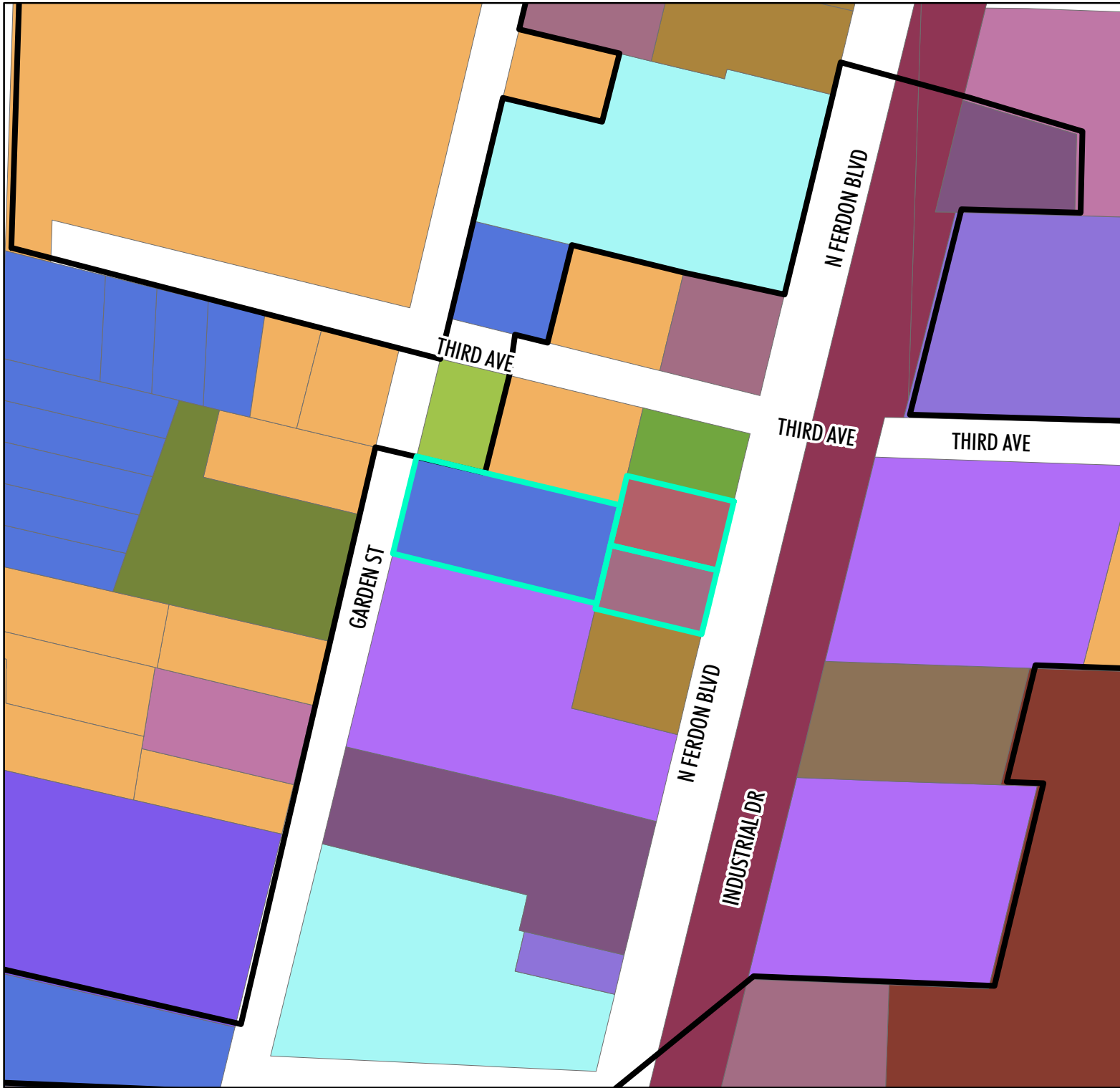
Vicinity Map



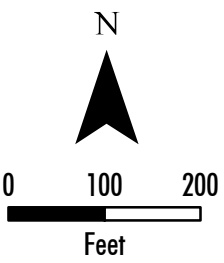
Not to Scale



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COMMUNITY DEVELOPMENT SERVICES
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



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

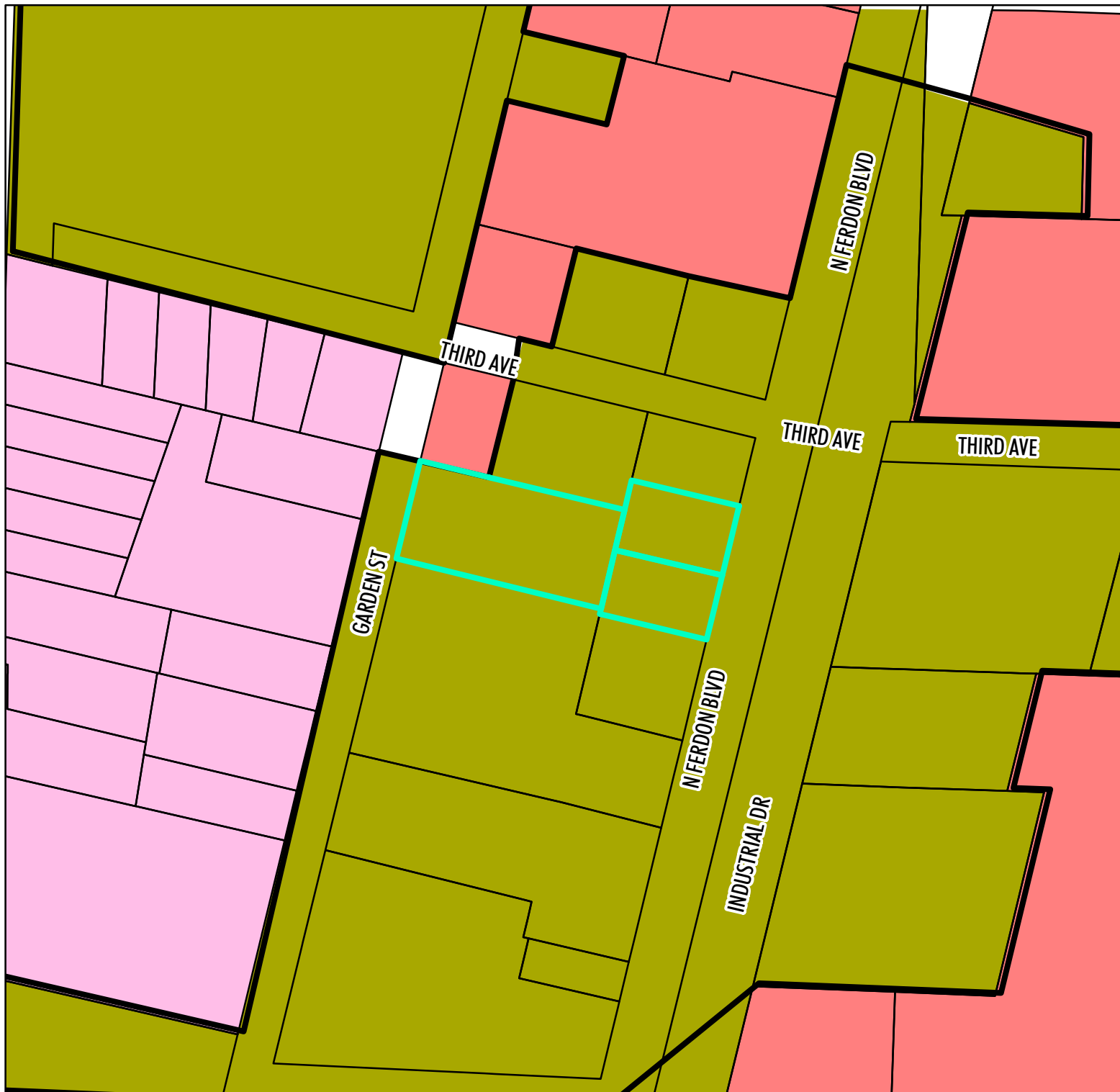
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

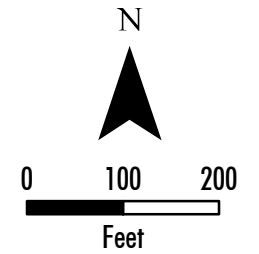
County Future Land Use

 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

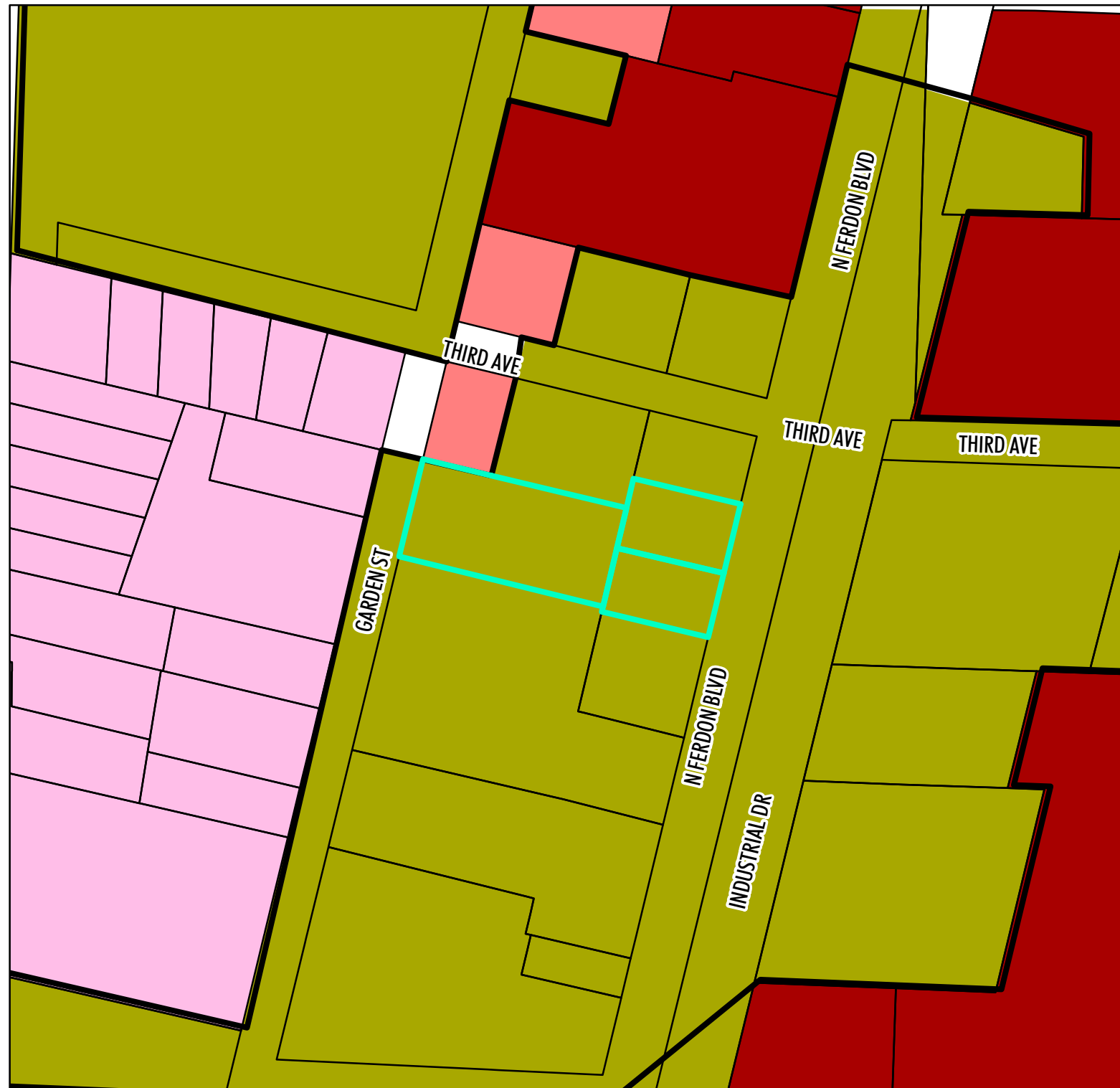
City Limits

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)

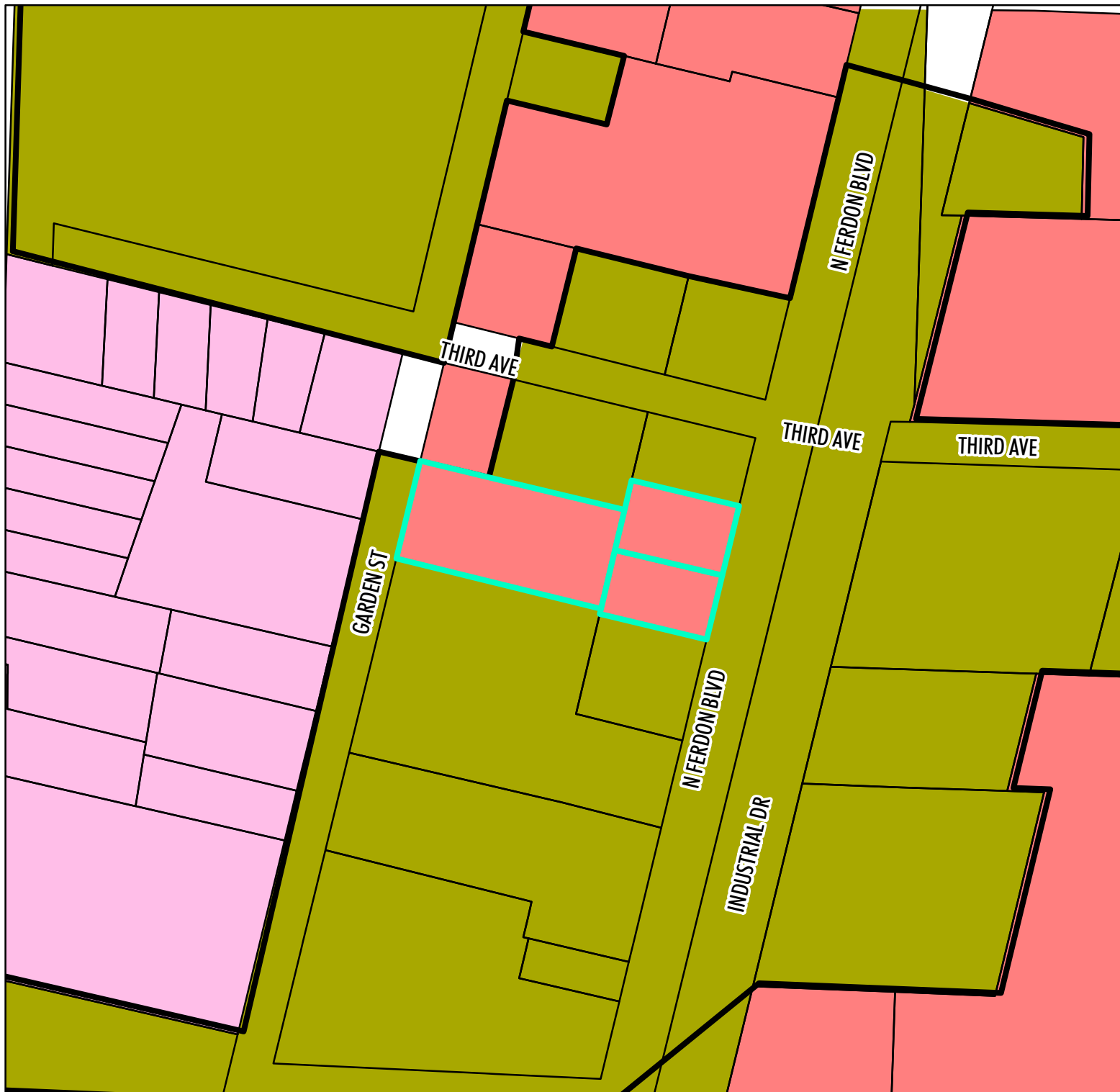
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

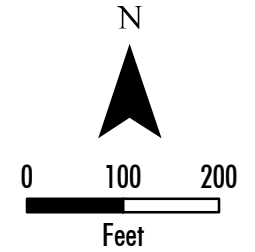
County Future Land Use

 Mixed Use (MU)



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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

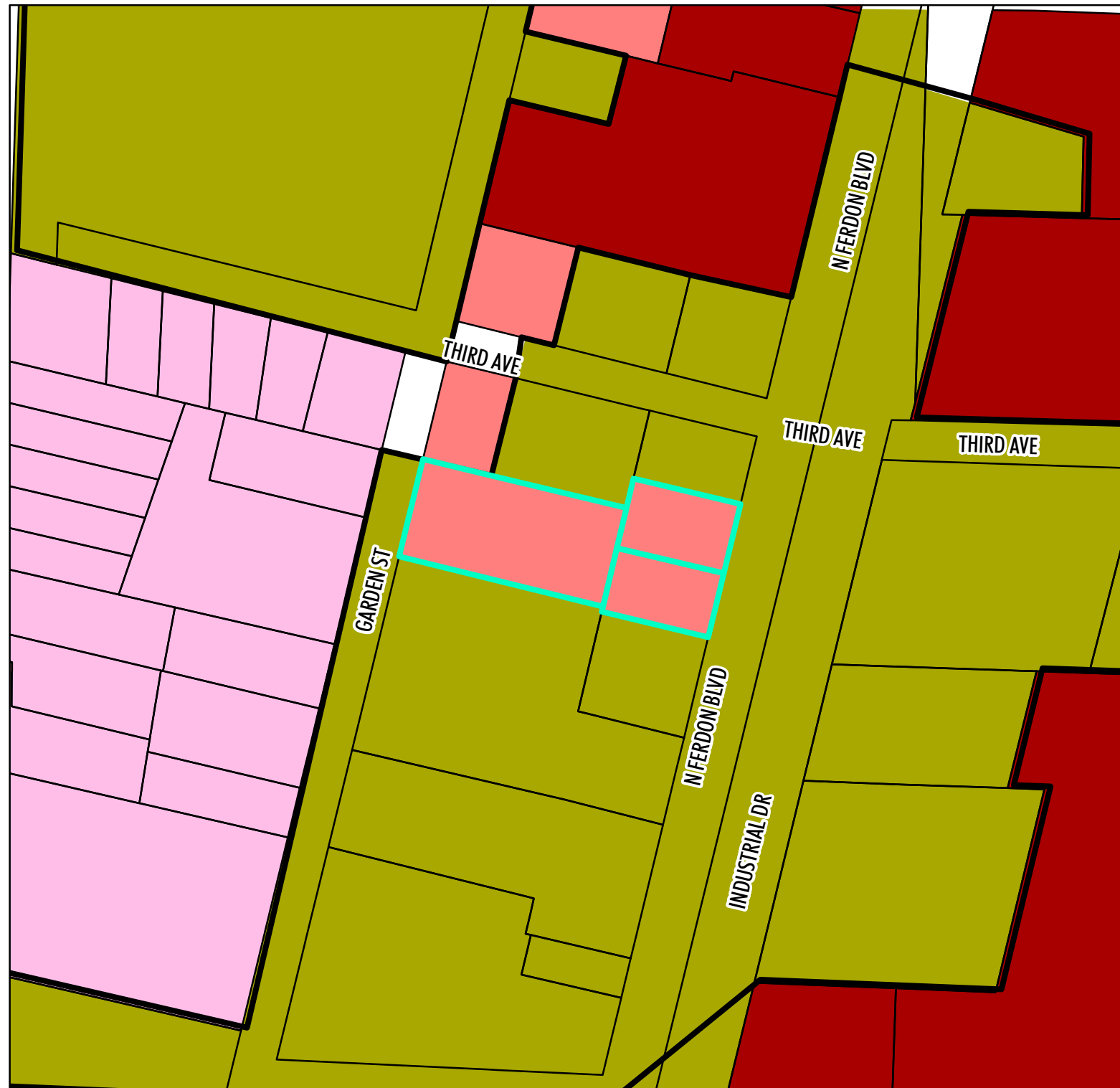
City Limits

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

- Mixed Use (MU)



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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)

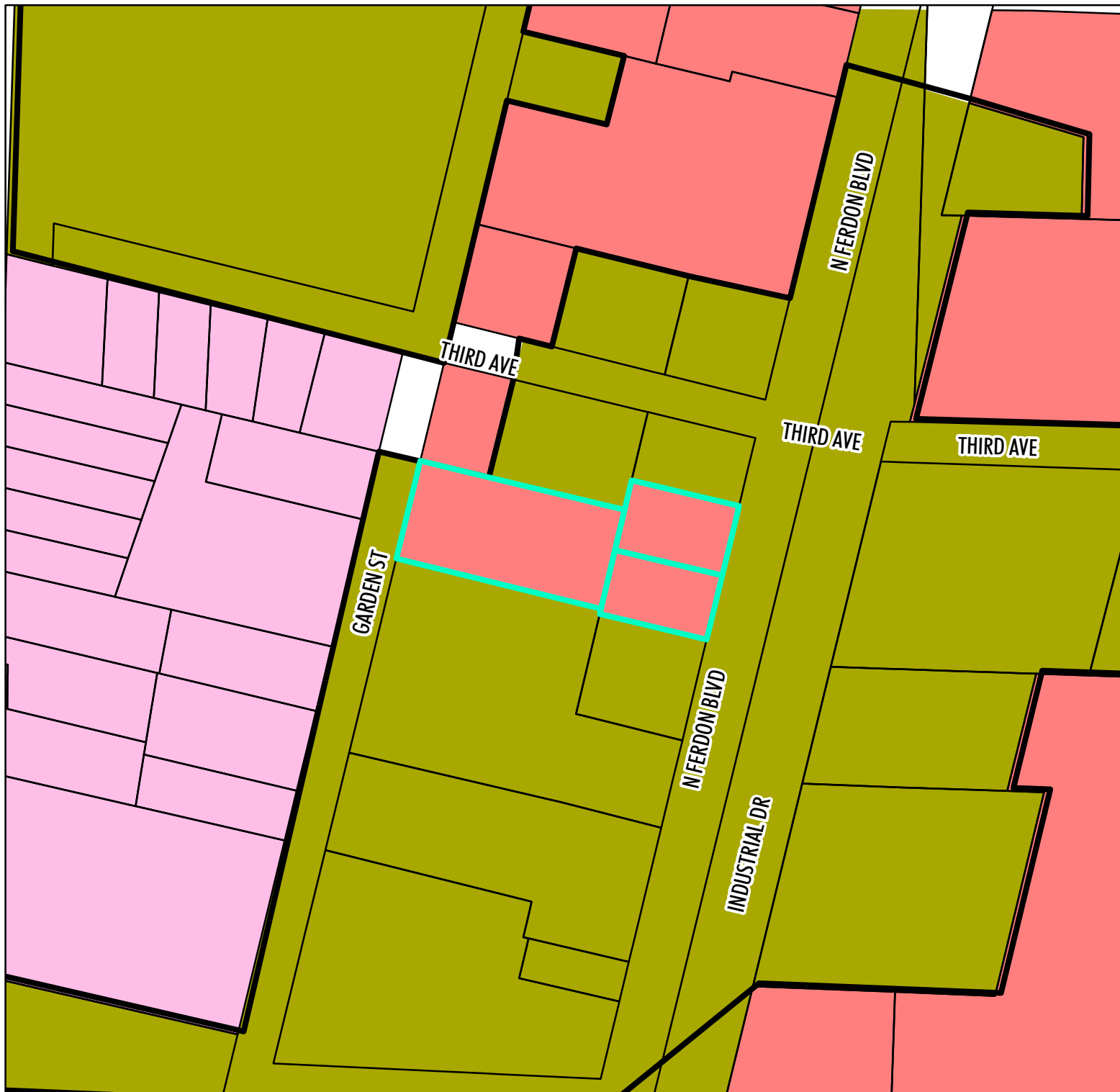
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

County Future Land Use

 Mixed Use (MU)



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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

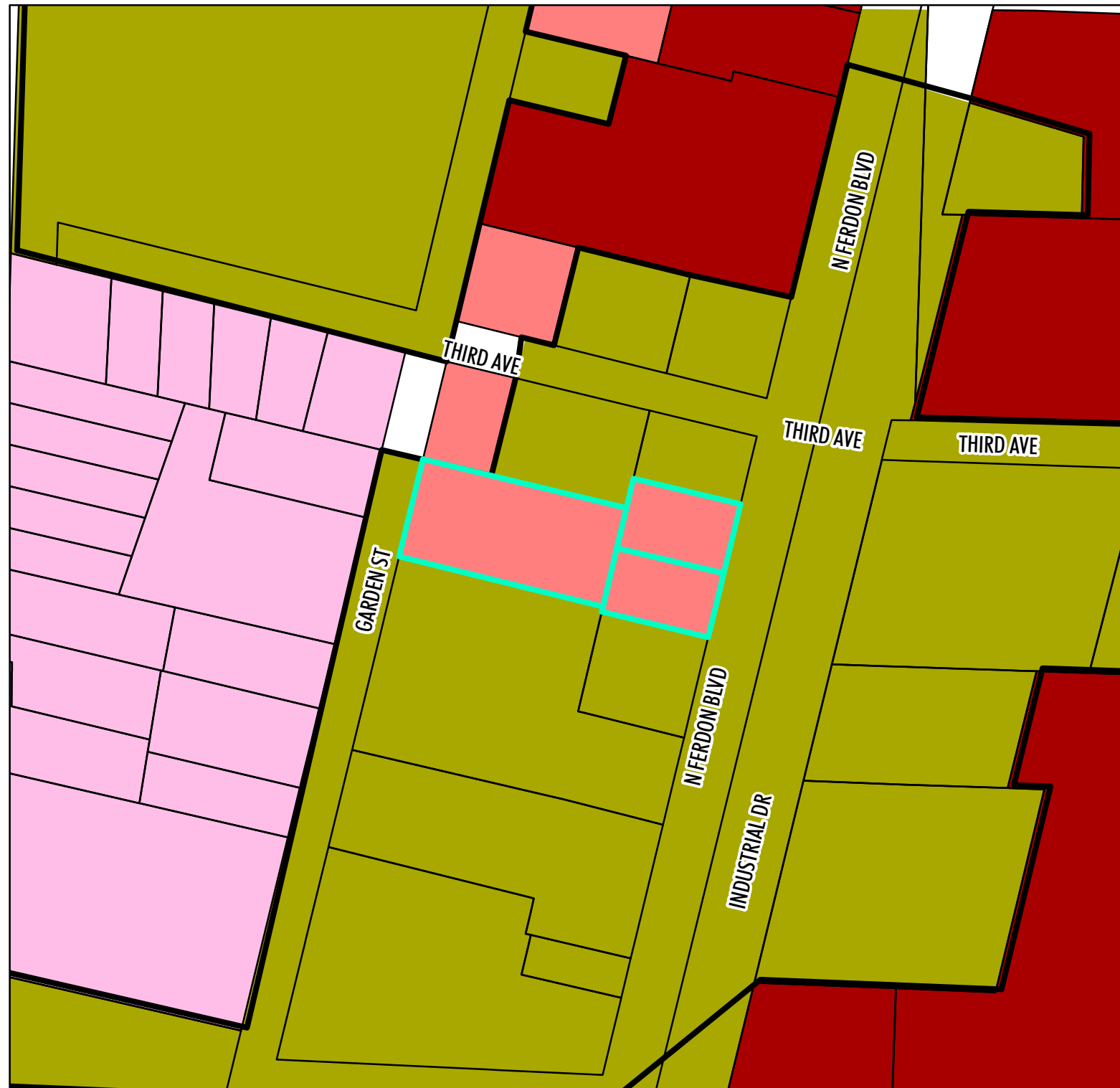
City Zoning

-  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 23, 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: 5/17/2022
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 on May 2, 2022, and the first reading was approved by the City Council on May 9, 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 adoption of Ordinance 1869 on second reading.

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 23rd day of May, 2022.

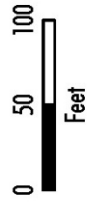
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 23rd day of May, 2022.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend



Subject

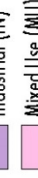


City Limits

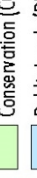
City Future Land



Commercial (C)



Industrial (IN)



Mixed Use (MU)



Conservation (CON)

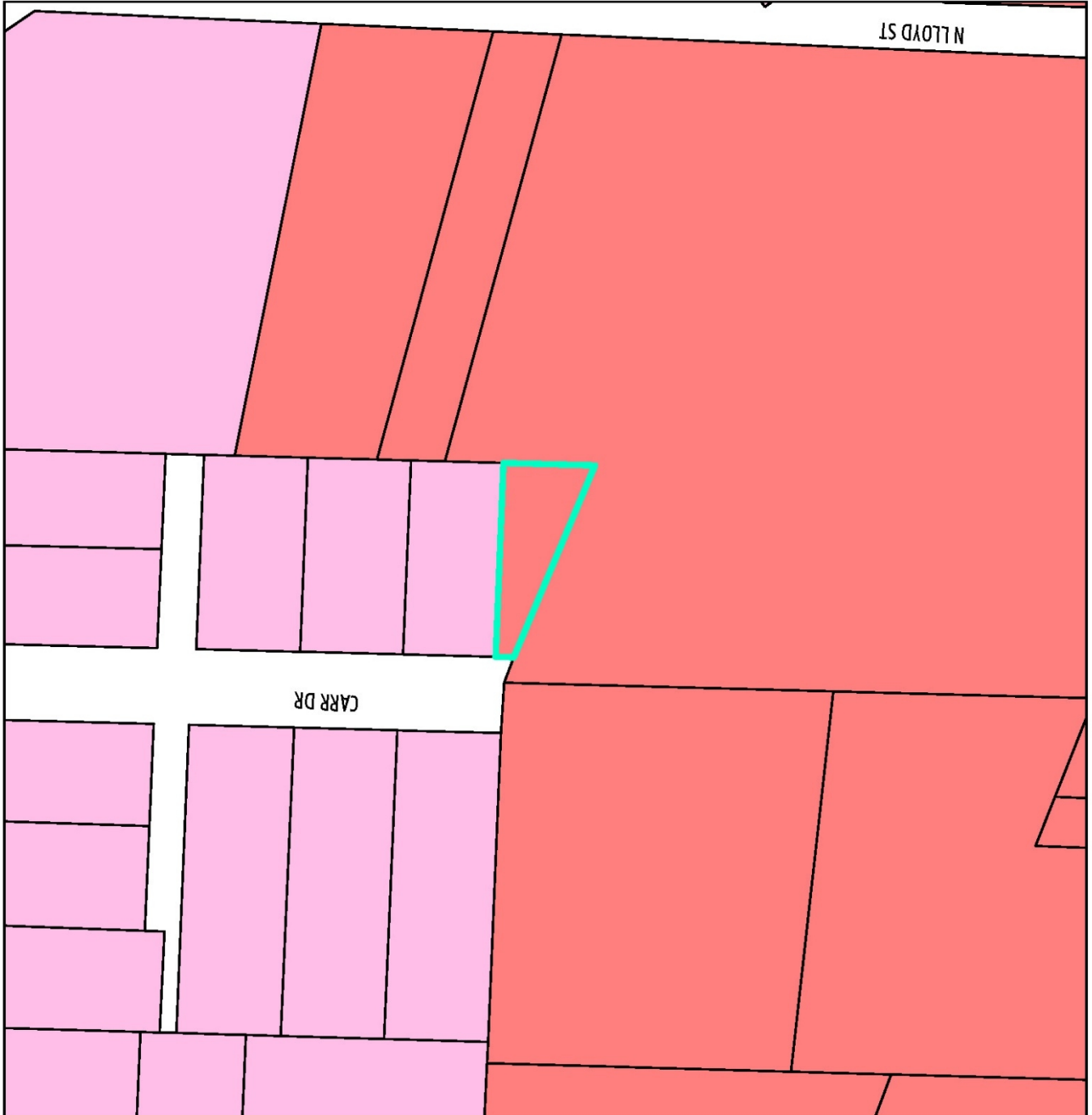


Public Lands (PL)



Residential (R)

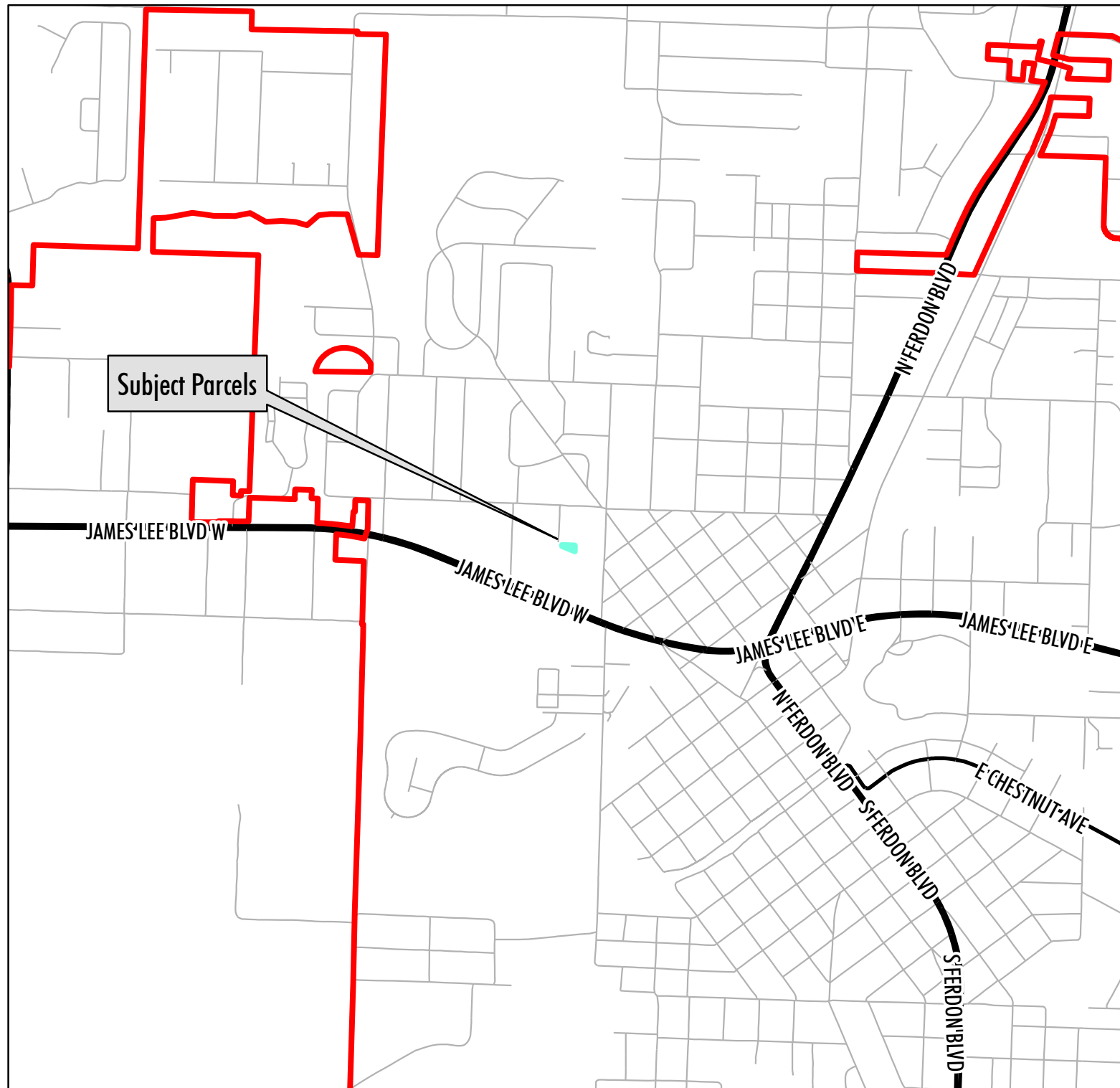
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



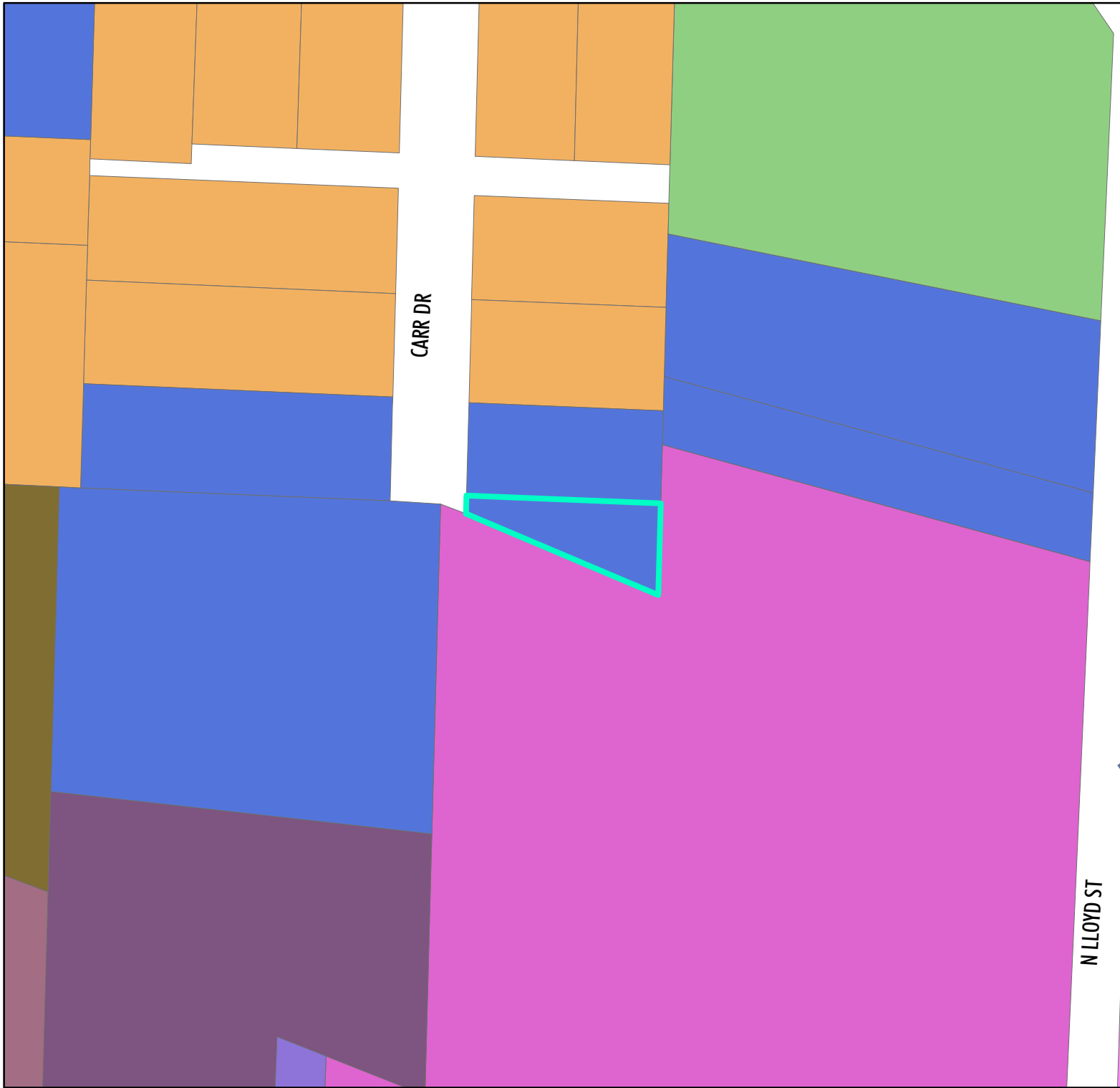
Vicinity Map



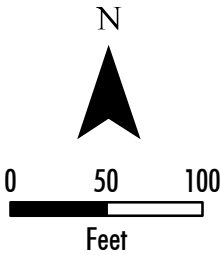
Not to Scale



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

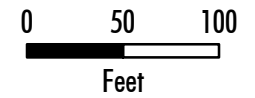
- Subject Parcel
- City Limits

Existing Use

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



 Subject

 City Limits

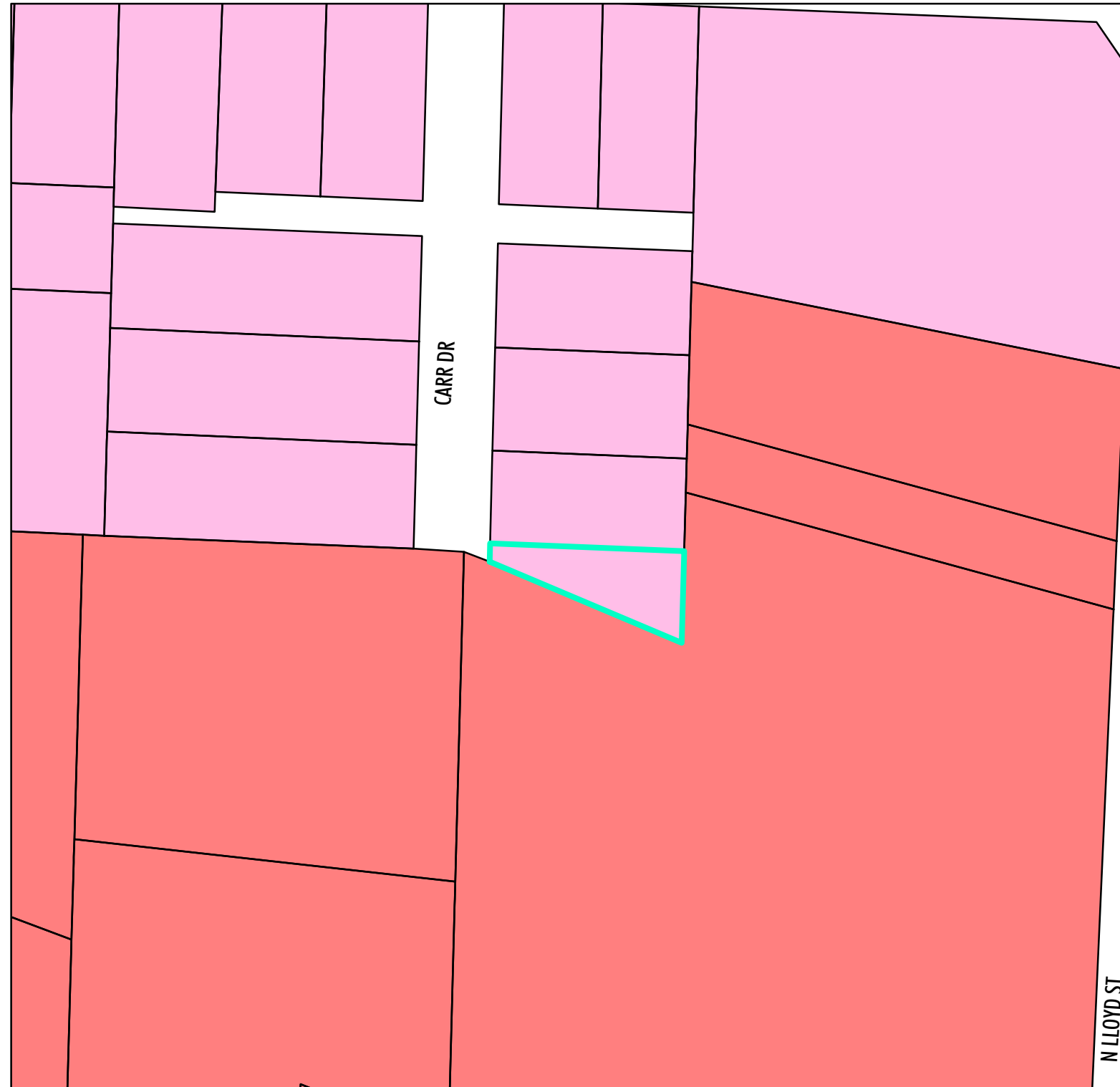
City Future Land

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

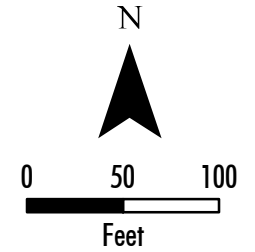
County Future Land

-  Agriculture (AG)
-  Rural Residential (RR)

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 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)

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

Proposed Future Land Use



0 50 100
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

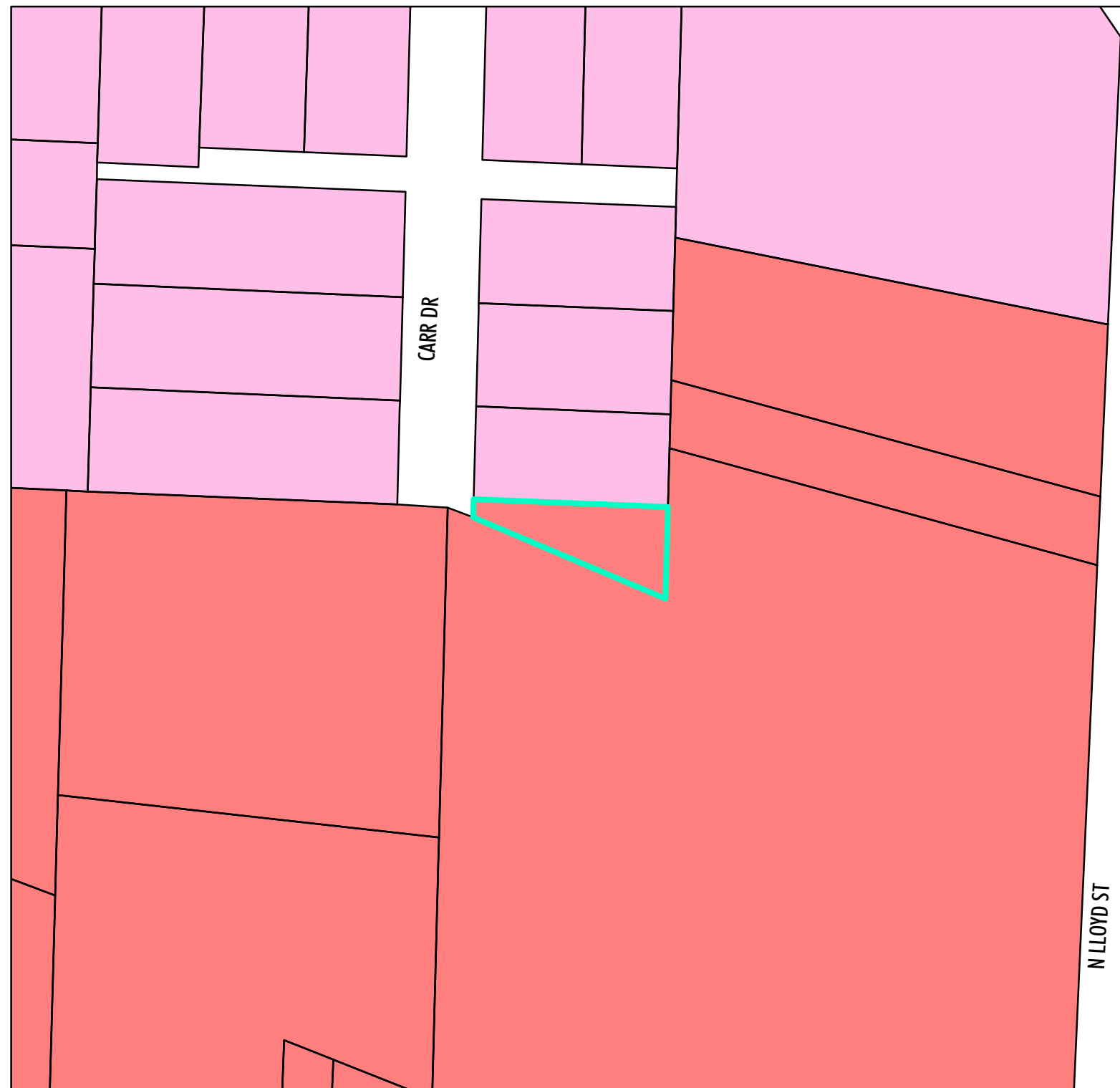
 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

 Residential (R)



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 23, 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: 5/17/2022
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 on May 2, 2022, and the first reading was approved by the City Council on May 9, 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.

Staff received written comments concerning the rezoning request on May 16, 2022 (attached).

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 adoption of Ordinance 1870 on second reading.

Attachments

1. Exhibit Packet
2. Response Letter

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 23rd day of May, 2022.

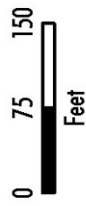
ATTEST:

Maryanne Schrader
City Clerk

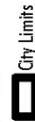
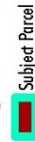
Approved by me this 23rd day of May, 2022.

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)

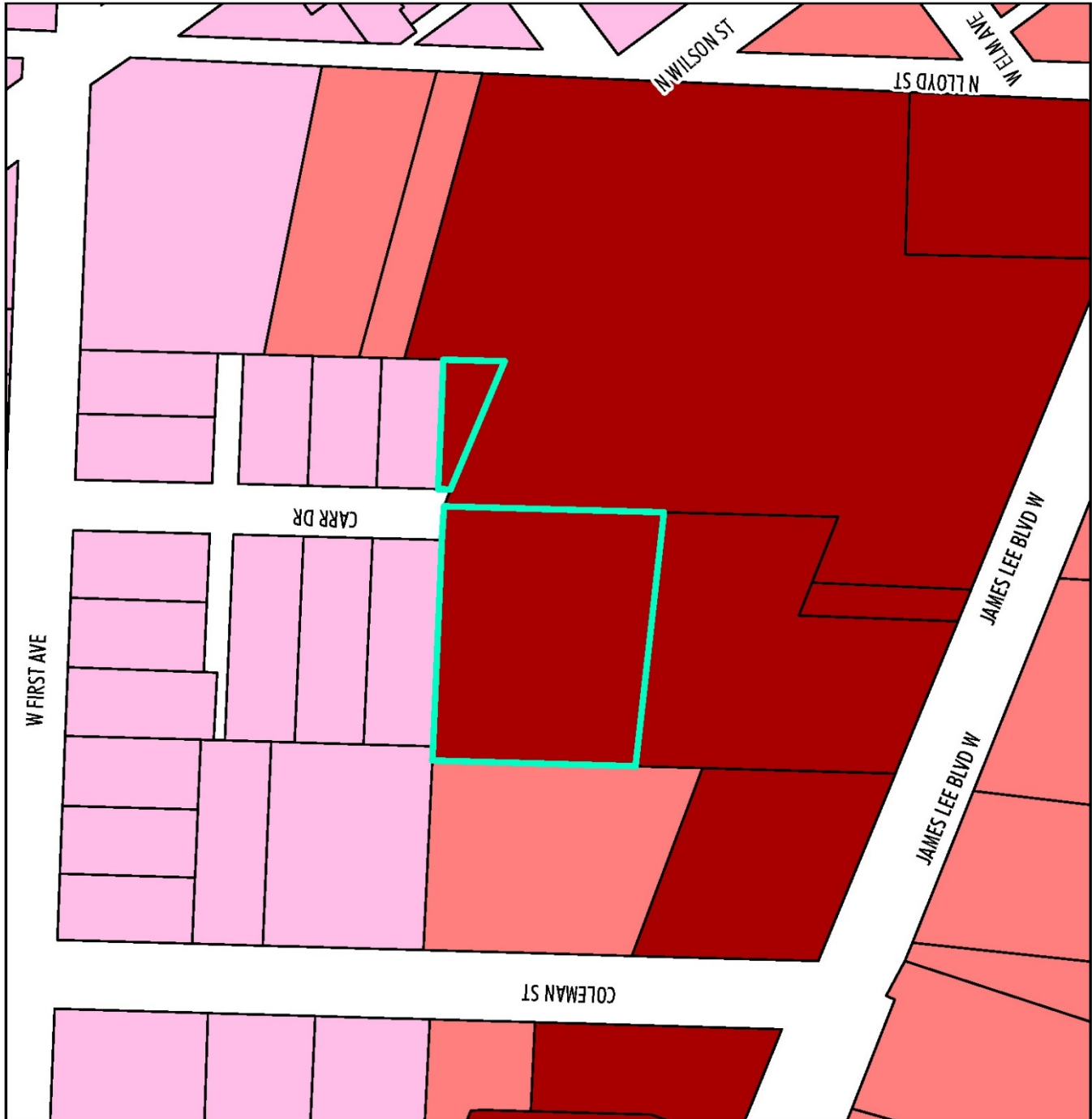
Commercial (C-2)

Industrial (IN)

Public Lands (P)

Conservation (E)

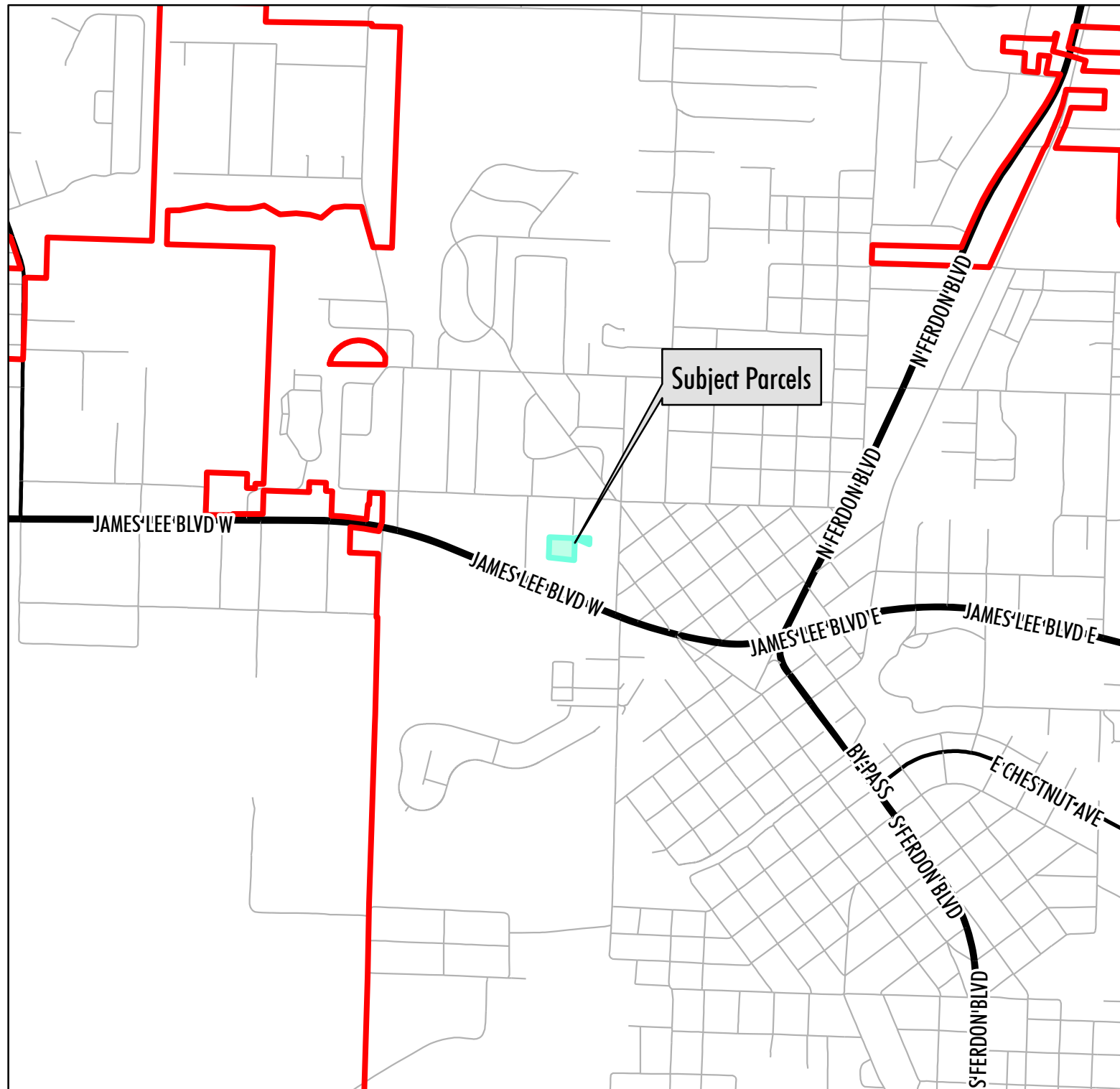
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Vicinity Map



Not to Scale



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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

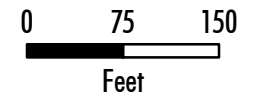
 City Limits

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

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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)

COLEMAN ST

W FIRST AVE

CARR DR

N WILSON ST

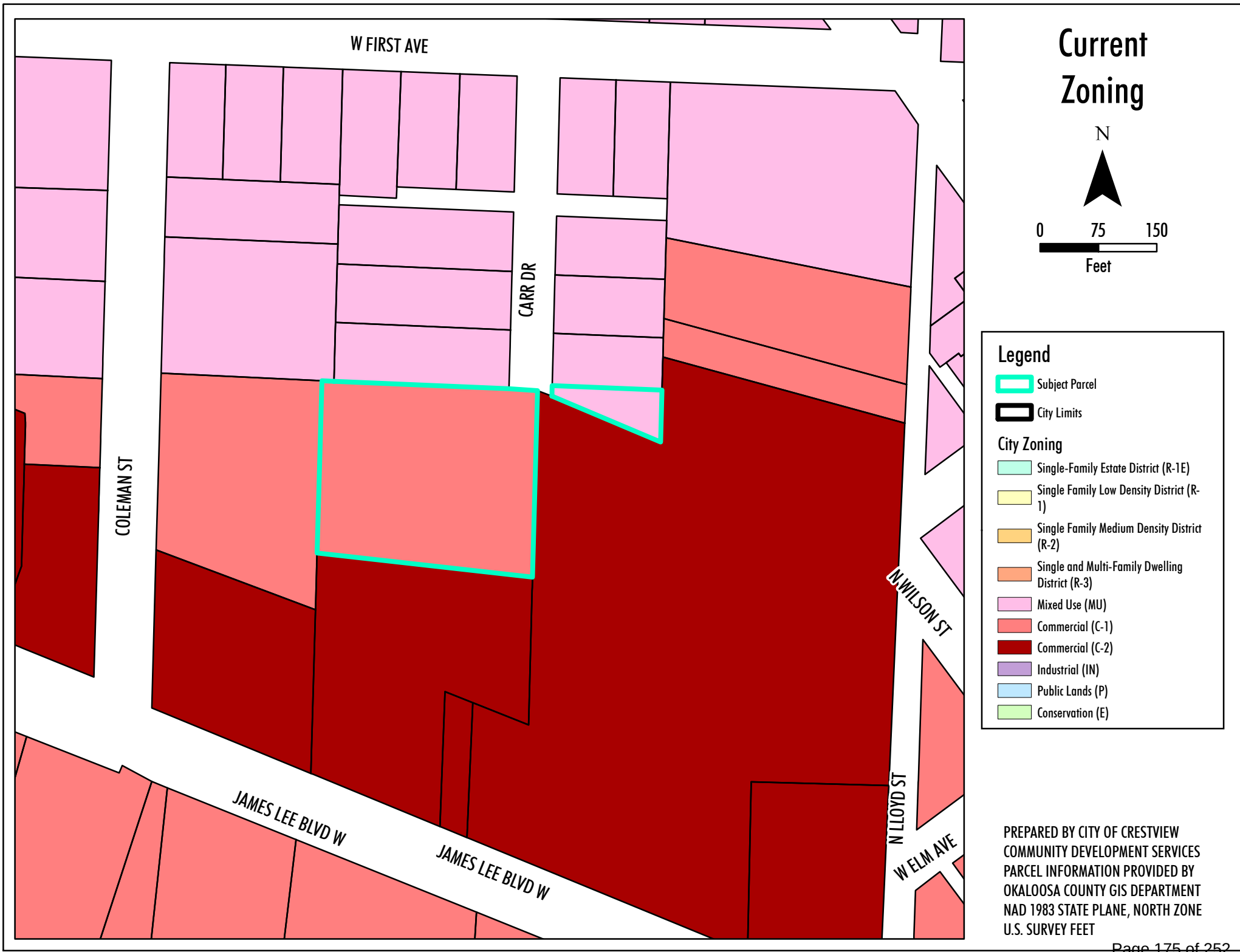
N LLOYD ST

W ELM AVE

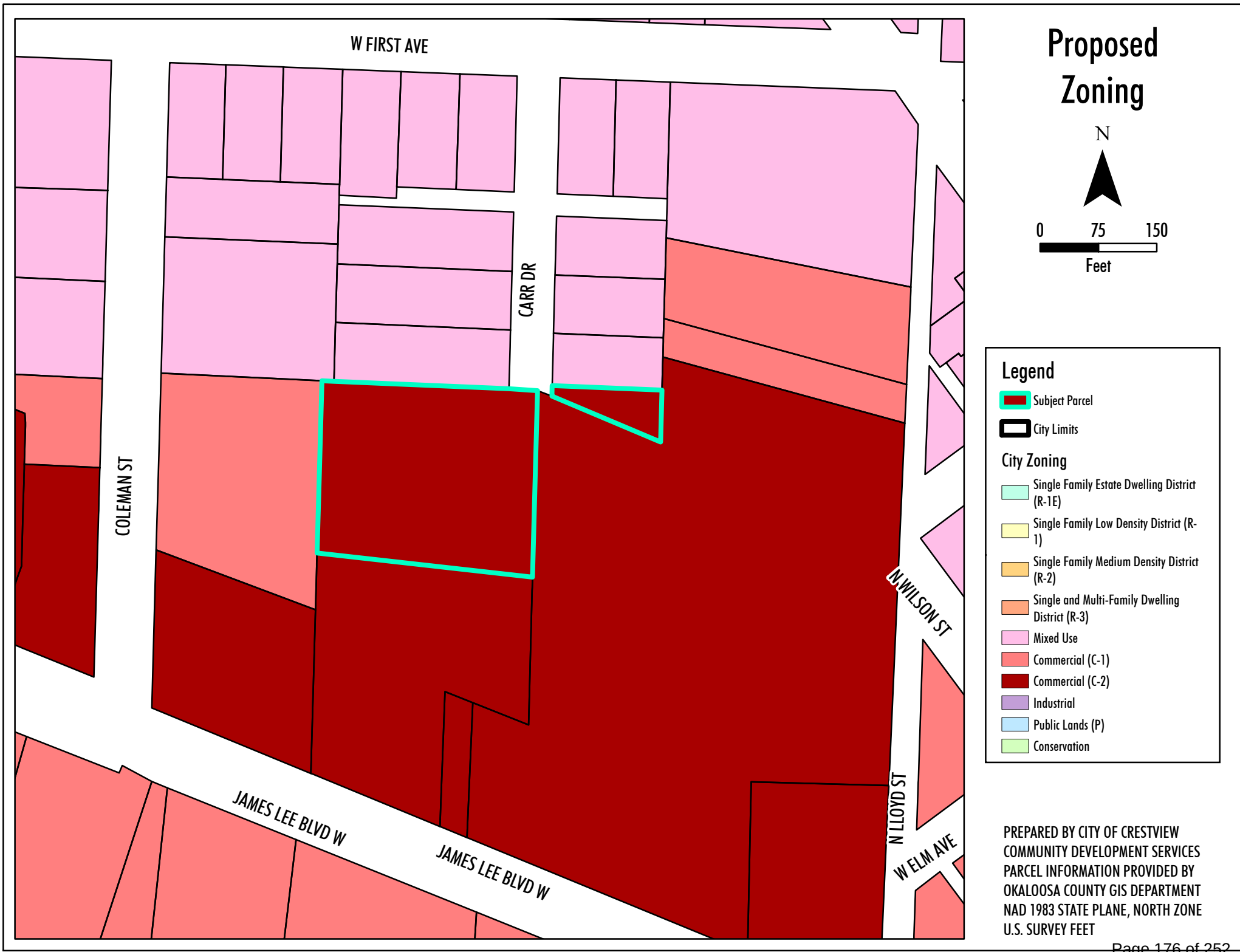
JAMES LEE BLVD W

JAMES LEE BLVD W

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May 16, 2022

Dawn M. Barnes
Planning & Zoning Division
198 Wilson Street N.
Crestview, FL 32536

Joel & Debbie McGraw
136 Carr Dr.
Crestview, FL 32536

Subject: Rezoning of property at the end of Carr Drive and adjacent to Tractor Supply.

Dear Ms Barnes,

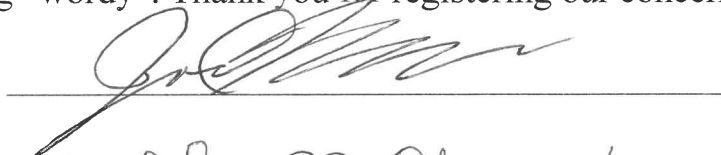
Thank you for sending the request of rezoning for the property one lot over from my home. In a conversation with Mr. Connors recently he suggested that it would be wise to put in writing my concern about Carr Drive possible becoming an access road to the property in question.

Our family has lived on Carr Drive since 1995. One of the reasons we bought the property was the fact that it was on a dead end street. This made it safer for us to allow our six children to ride their bicycles and do other activities. We now have grandchildren and would appreciate the same safe environment for them to enjoy when they visit Gran Poppa and Grammy.

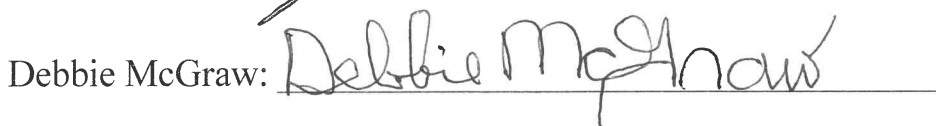
We also spoke with Nick S. in your department and he informed us that the city would not at this time be in favor of allowing Carr Drive to become an access road because it is residential – we would like it to remain a dead end and never be allowed to be an access road. Living within eyesight of Tractor Supply they have large semi trucks coming and going regularly and at early times in the morning and late into the evening, we would not like that traffic on our road.

Sorry for being “wordy”. Thank you for registering our concerns in this matter.

Joel McGraw:



Debbie McGraw:





Staff Report

CITY COUNCIL MEETING DATE: May 23, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager, Nicholas Schwendt, Gis
DATE: 5/19/2022
SUBJECT: Historic Preservation Board Conversion

BACKGROUND:

The board was established by ordinance in 2001. It was previously maintained and has operated since establishment in 2001. The City Manager obtained permission from Council on April 26, 2022, to have the City Attorney work with the Historic Preservation Board to establish a non-profit.

DISCUSSION:

As we move into the museum, the City Manager determined it was best to convert what was previously established in our ordinance as a City function to an outside non profit organization.

The conversion to an outside organization will allow the Board to make purchases, pursue grants, and utilize outside fundraising. The administration believes that private partnership is important and that the taxpayer should not retain the burden of this organization.

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

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

Adoption of this ordinance will have no effect on the City budget, but will allow the Board to operate in an independent financial capacity.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1874 to second reading for adoption.

Attachments

1. Attachment 1

ORDINANCE: 1874

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, REPEALING AND REMOVING CHAPTER 2, ARTICLE III, DIVISION 7 - HISTORIC PRESERVATION - 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 has determined that it is beneficial to organizational efficiency, accountability and autonomy, to revise the way that the City handles historic preservation; and

WHEREAS, staff has reviewed various methods by which historic preservation is handled in other municipalities and jurisdictions and have researched those other jurisdiction's ordinances in the process of crafting this ordinance.

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

CHAPTER 2, ARTICLE III, DIVISION 7 – HISTORIC PRESERVATION in its current form is hereby repealed (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 ____ day of _____, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this _____ day of _____, 2022.

J. B. Whitten
Mayor

ARTICLE III. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 1. GENERALLY

Secs. 2-51—2-60. Reserved.

DIVISION 2. PLANNING BOARD¹

¹Cross reference(s)—Land use regulations, ch. 102; subdivisions, § 102-481 et seq.

Sec. 2-61. Created.

The Crestview planning advisory board, referred to in this Code as the planning board, is hereby created and established and the planning board shall be organized and empowered as set out in this division.

Sec. 2-62. Membership; term; vacancy; removal; compensation; ex officio members.

- (a) The planning board shall consist of seven members, who shall be residents of the city, and appointed by the council.
- (b) The terms of the members of the planning board shall be for four years, except that in the appointment of the first planning board under the terms of this article the first member shall be appointed for a term of one year, the second member shall be appointed for a term of two years, the third member shall be appointed for a term of three years, and the remaining members shall be appointed for terms of four years, each with eligibility for reappointment.
- (c) Any vacancy in the membership of the planning board shall be filled for the unexpired term by the council, who shall have the authority to remove any member for cause, upon written charges, after a public hearing.
- (d) All members of the planning board shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.
- (e) The mayor and administrative assistant shall be ex officio members of the planning board and shall receive no compensation for their work on the planning board other than the fixed salary of their office.

Sec. 2-63. Quorum.

Four members of the planning board shall constitute a quorum for the transaction of business; provided, however, that no action shall be taken which is binding upon the planning board unless concurred in by not less than a majority of all members comprising the planning board.

Sec. 2-64. Organization, rules, staff and finances.

- (a) The planning board shall elect a chairman from among its members.
- (b) The term of the chairman of the planning board shall be one year with eligibility for reelection.
- (c) The planning board shall appoint a secretary, who may be an officer or employee of the municipality.
- (d) The planning board shall make its own rules of procedure and determine its time of meeting.
- (e) All meetings of the planning board at which official action is taken shall be open to the public and all records of the planning board shall be a public record.
- (f) The planning board may appoint such employees and staff as it may deem necessary for its work and may contract with the state planning agency, city planners and other consultants for such services as it may require.
- (g) The expenditures of the planning board, exclusive of gifts, shall be within the amounts appropriated for the purpose by the council.

Sec. 2-65. Powers and duties.

From and after the time when the planning board shall have organized and selected its officers and shall have adopted its rules of procedure, then the planning board shall have all the powers, duties and responsibilities set forth in this division.

Sec. 2-66. Designation as local planning agency; membership and duties of agency.

- (a) The planning board as established by this division is designated as the local planning agency in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act.
- (b) Membership of the local planning agency shall be as presently constituted and changed from time to time in accordance with the usual method of selecting a planning board.
- (c) Duties of the planning board (referred to in this section as the local planning agency) shall include but are not limited to the following functions:
 - (1) The local planning agency shall prepare the comprehensive plan as required by state law.
 - (2) The local planning agency shall recommend to the council adoption of the comprehensive plan or any element or portion thereof.
 - (3) The local planning agency shall hold public hearings on the comprehensive plan after due public notice.

Sec. 2-67. Final recommendation for adoption of comprehensive plan.

The council may designate a person or body to prepare the comprehensive plan; however, the responsibility for final recommendations for adoption by the council shall be the responsibility of the local planning agency.

Sec. 2-68. Zoning board.

The planning board shall act as the zoning board for the city and shall have the duties and responsibilities and follow the procedures as set forth in section 102-37 of the Code.

Sec. 2-69. Subdivision of land.

The planning board shall prepare and recommend to the council for adoption rules and regulations governing the approval of maps and plats of the subdivision of land within the city in accordance with the requirement of F.S. ch. 177.

Secs. 2-70—2-80. Reserved.

DIVISION 3. TECHNICAL ADVISORY BOARD

Sec. 2-81. Created.

A technical advisory board shall be established for the purpose of assisting in the preparation and implementation of the comprehensive plan or elements thereof.

Sec. 2-82. Composition; appointment, term of members; quorum; filling of vacancies.

- (a) Membership of the technical advisory board shall consist of department heads or section chiefs from the following city departments:
 - (1) City clerk.
 - (2) Public services director.
 - (3) Fire chief.
 - (4) Administrative assistant.
 - (5) Police chief.
 - (6) Mayor.
 - (7) An appointed member of council.
 - (8) Code inspector.
- (b) Membership of the technical advisory board may increase in order to assure minority representation or to meet regional planning requirements.
- (c) A majority of the members of the technical advisory board present at any meeting shall constitute a quorum for the transaction of business.
- (d) Members of the technical advisory board shall be appointed by name by the council.
- (e) The terms of office of members of the technical advisory board shall be for five years, or until their successors are appointed and qualified. Members must be notified in writing of their appointment and must accept in writing, indicating their willingness to serve, within ten days after receipt thereof, or they shall automatically forfeit their appointment.
- (f) The council shall have the authority to revoke any appointment to the technical advisory board for reasonable cause.
- (g) Vacancies on the technical advisory board occurring prior to the expiration of the term of the member shall be filled by the council for the unexpired term.

Sec. 2-83. Duties.

Duties of the technical advisory board include, but are not limited to, the following functions:

- (1) Provide technical assistance to the local planning agency in the preparation of the comprehensive plan or elements thereof.
- (2) Provide technical assistance to the agency, committee, department or person designated to prepare the comprehensive plan or elements thereof.

- (3) Recommend to the local planning agency the adoption of the comprehensive plan or elements thereof. All such recommendations shall also be forwarded to the council.
- (4) Establish rules of procedure which will be reviewed by the planning board and council prior to adoption.
- (5) Elect officers annually for the operation of the technical advisory board.
- (6) Require that all meetings be public and that all records be available to the public.
- (7) Monitor and oversee the effectiveness and status of a comprehensive plan and make recommendations to the local planning agency for changes or improvements to the plan.

Secs. 2-84—2-95. Reserved.

DIVISION 4. COMMUNITY REDEVELOPMENT AGENCY

Sec. 2-96. Authority.

The authority for enactment of this division is F.S. § 166.021; F.S. ch. 163, part III; and section 2 of the Charter.

Sec. 2-97. Created.

Under the provisions of F.S. § 163.356, there is hereby established the community redevelopment agency.

Sec. 2-98. Membership of board of commissioners.

The board of commissioners of the community redevelopment agency shall consist of the members of the city council and two additional commissioners appointed by the city council as provided for in Florida Statutes.

Sec. 2-99. Chairman and vice-chairman.

The president and vice president of the city council shall function as the chairman and vice-chairman of the community redevelopment agency.

Sec. 2-100. Powers.

The community redevelopment agency shall have all the powers and authority as set forth in general law.

Sec. 2-101. Community redevelopment trust fund established.

There is hereby established and created, in accordance with the provisions of general law, a community redevelopment trust fund, hereafter referred to as the "fund," for the Crestview Redevelopment Agency.

Sec. 2-102. Allocation and appropriation of funds.

The funds to be allocated to and deposited into the fund are hereby appropriated to the community redevelopment agency, hereafter referred to as the "agency," to finance community redevelopment projects within the city as authorized by general law and pursuant to a redevelopment plan approved and amended by resolution of the city council. The agency shall utilize the funds and revenues paid into and earned by the fund for all and every community redevelopment purpose delegated to it as contained in the plan or amendment thereto.

for redevelopment as provided by general law. Said funding accounts will be initiated by the city clerk but will be fully administered and managed by the agency's community redevelopment director in accordance with general law, the Community Redevelopment Act (F.S. § 163.330 et seq.) and this division, as any of those are amended from time to time.

Sec. 2-103. Payments into fund.

There shall be paid into the fund each year by all taxing authorities, as defined in general law, within the original community redevelopment area and expanded areas by amendment, the incremental increase in the income, proceeds, revenues and funds of taxing authority, as calculated in accordance with section 2-105 of this chapter and general law, based upon the tax base years set forth in section 2-104 of this chapter.

Sec. 2-104. Tax rolls; frequency due.

- (a) The most recent tax roll used in connection with the taxation of such property identified in the original community redevelopment plan shall be the Tax Roll of 1995 of Okaloosa County, Florida, and all deposits into the fund shall begin with incremental increases from tax rolls resulting in ad valorem tax revenues due subsequent to November 1, 1995 for the tax year January 1, 1995 through December 31, 1995 and subsequent years.
- (b) Within the expanded areas only, the most recent tax roll used in connection with the taxation of such property shall be the Tax Roll of 1997 of Okaloosa County, Florida, and all deposits into the fund, within the expanded areas shall begin with incremental increases from tax rolls resulting in ad valorem tax revenues due subsequent to November 1, 1997 for the tax year January 1, 1998 through December 31, 1998 and subsequent years. Boundaries of the original community redevelopment area in Ord. No. 862, as originally passed shall remain in effect also.

Sec. 2-105. Tax increment levied; method; amount.

Within the expansion areas and original area, said tax increment shall be that amount equal to 95 percent of the difference between:

- (1) That amount of ad valorem taxes levied each year by each taxing authority, exclusive of any debt service millage, on taxable real property contained within the geographic boundaries of the community redevelopment area; and
- (2) That amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of debt service millage, upon the total of the assessed value of the taxable property in the community redevelopment area, as shown upon the assessment roll used in connection with the taxation of such property by all taxing authorities prior to the effective date of this article providing for the funding of trust fund.

Sec. 2-106. Payment of funds; date due; interest.

All taxing authorities as defined by general law, shall:

- (1) Upon the adoption of this article providing for funding of the community redevelopment trust fund as herein provided, each taxing authority shall, by January 1 of each year, appropriate to such fund for so long as any indebtedness pledging increment revenues to the payment thereof is outstanding (but not to exceed 30 years) a sum which is no less than the increment as defined and determined in section 2-105 accruing to such taxing authority. No taxing authority is exempt from the provisions of this section.
- (2) Any taxing authority which does not pay the increment to the trust fund by January 1 shall pay to the trust fund an amount equal to five percent of the amount of the increment and shall pay interest on the amount of the increment equal to one percent for each month the increment is outstanding.

Sec. 2-107. Trust fund established; maintained.

The fund account(s) shall be initiated and remain operational with oversight of the city clerk and held in a separate trust fund account(s) by the city for and on behalf of the community redevelopment agency. All fund accounts will be effectively administered, monitored and utilized by the agency, and disbursed and appropriated as provided by law, this division or resolution of the agency board of commissioners, through the agency's designated community redevelopment director in order to ensure funds are allocated expeditiously and without undue delay for their statutory purpose. General agency oversight will be with the city council as the agency governing body and any city designated department.

Sec. 2-108. Tax increment computation; method.

The tax increment shall be computed by using the assessed value of the taxable real property in the original community redevelopment area for the year 1995 as the base, and using the assessed value of the taxable real property in the expanded portions of the community redevelopment area for the year 1997 as the base year, and in subsequent years using the assessed value of real property in the community redevelopment and expanded areas for that year as the second factor in determining the amount of tax increment accruing in that year.

Sec. 2-109. Accountability and management of funds.

The agency accepts full responsibility for the receipt, custody, disbursement, accountability, management and proper application for all monies paid into the fund, subject to the provisions of section 2-102 of this chapter.

Sec. 2-110. Advisory committee(s).

The city council may from time to time establish one or more advisory committees consisting of business owners, operators and others within the business community to assist and advise the community redevelopment agency as it administers tenets of the Crestview community redevelopment plan and any amendments thereto.

DIVISION 5. CODE ENFORCEMENT BOARD²

²Editor's note(s)—Ord. No. 1773 , § 1, adopted June 22, 2020, repealed the former division 5, §§ 2-111—2-115, and enacted a new division 5 as set out herein. The former division 5 pertained to similar subject matter and derived from the Code of 1983, §§ 2-79—2-83.

State law reference(s)—Code enforcement board, F.S. § 162.01 et seq.

Sec. 2-111. Purpose.

The purpose of this division is to create the position of special magistrate with authority to impose administrative fines and other noncriminal penalties to promote, protect, and improve the health, safety, morals, and welfare of the city and to provide an equitable, expeditious, effective and an inexpensive method of enforcing city codes and ordinances where a pending or repeated violation exists or continues to exist. This part of this chapter has been enacted pursuant to the authority of F.S. ch. 162, and other applicable law.

Sec. 2-112. Definitions.

The following terms shall have the meanings set forth in this division unless the context clearly indicates otherwise:

City attorney means the legal counselor or advisor to the city as appointed from time to time by the city council, who shall be legal counsel to the code enforcement officer ("CEO") and shall advise the CEO accordingly concerning the officer's duties, powers, jurisdiction, and authority. The city attorney shall not advise the CEO and the special magistrate simultaneously.

City council means the elected governing and legislative body of the city.

City manager means the person appointed by the city council to direct the administrative and executive operations of the city.

Code enforcement officer means any authorized agent or employee of the city whose duty it is to enforce codes and ordinances enacted by the city, and who has received appropriate training as determined by the city. This shall include, but not be limited to, code inspectors, including law enforcement officers, and municipal fire safety inspectors as defined in F.S. ch. 633. Designation of a code enforcement officer and appropriate training for such officer shall be determined by the city manager.

Special magistrate means a special magistrate appointed under this chapter.

Sec. 2-113. Creation and appointment of special magistrates; jurisdiction; powers.

(a) Pursuant to F.S. ch. 162, there is hereby created the position of special magistrate. The city manager shall appoint at least one special magistrate to exercise the authority and powers set forth in this division. The city manager may appoint up to three special magistrates. Appointments shall be made based on experience or interest in code enforcement, and subject to the following requirements:

- (1) A special magistrate must be an attorney and a member in good standing with the Florida Bar;
- (2) A special magistrate shall possess knowledge and experience in local government law, judicial and administrative procedure, and rules of evidence;
- (3) A special magistrate shall not be a city employee;
- (4) A special magistrate shall serve a term of two years, and may be reappointed for succeeding terms; and

The city manager may suspend or remove a special magistrate at any time, with or without cause, based on the needs of the city.

(b) A special magistrate shall have jurisdiction to hear and decide cases in which violations are alleged of any provisions of the city Code, ordinances and state statutes authorizing hearings by special magistrates, except as specifically excluded herein.

(c) Special magistrates are vested with all powers provided in F.S. ch. 162 and with the following specific powers, which shall not be construed as a limitation on available powers:

- (1) Control proceedings before the special magistrate;

- (2) Impose sanctions necessary to maintain dignity of the proceedings and to stop any activity which impedes or obstructs the administration of justice;
- (3) Subpoena alleged violators and witnesses;
- (4) Subpoena evidence;
- (5) Administer and take testimony under oath;
- (6) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance; and
- (7) Make findings of fact based on the evidence in the record and state conclusions of law.

A special magistrate may request to have independent legal counsel to advise him or her, concerning the duties, powers, jurisdiction, and authority of the office. The city manager, with consent of the city council, may appoint independent legal counsel to advise the special magistrate.

Sec. 2-114. Enforcement procedure.

- (a) It shall be the duty of the code enforcement officer to initiate enforcement proceedings of the various codes.
- (b) Except as provided in subsections (c) and (d), if a violation of the codes is found, the code enforcement officer shall notify the violator and give him or her a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code enforcement officer shall notify a special magistrate and request a hearing. The special magistrate, through clerical staff provided by the city, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed to the violator as provided in F.S. § 162.12. At the option of the special magistrate, notice may additionally be served by publication or posting as provided in F.S. § 162.12. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code enforcement officer, the case may be presented to the special magistrate even if the violation has been corrected prior to the hearing, and the notice shall so state.
- (c) If a repeat violation is found, the code enforcement officer shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code enforcement officer, upon notifying the violator of a repeat violation, shall notify a special magistrate and request a hearing. The special magistrate, through clerical staff provided by the city, shall schedule a hearing and shall provide notice pursuant to F.S. § 162.12. The case may be presented to the special magistrate even if the repeat violation has been corrected prior to the hearing, and the notice shall so state. If the repeat violation has been corrected, the special magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the special magistrate.
- (d) If the code enforcement officer has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code enforcement officer shall make a reasonable effort to notify the violator and may immediately notify the special magistrate and request a hearing.
- (e) If the owner of property that is subject to an enforcement proceeding before an special magistrate or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:
 - (1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
 - (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
 - (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

- (4) File a notice with the code enforcement officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make the disclosures described in subsections (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

- (f) In addition to the enforcement procedures set forth herein, the "Supplemental County or Municipal Code or Ordinance Enforcement Procedures" set forth in F.S. ch. 162, pt. II, and F.S. § 125.69, are hereby incorporated herein by reference.

Sec. 2-115. Conduct of hearing.

- (a) Upon request of a code enforcement officer, or at such other times as may be necessary, the special magistrate may call a hearing. Minutes shall be kept by city clerical staff of all hearings conducted by a special magistrate, and all hearings and proceedings shall be open to the public. The city shall provide clerical and administrative personnel as may be reasonably required by a special magistrate for the proper performance of his or her duties.
- (b) Each case before a special magistrate shall be presented by the code enforcement officer or by a member of the administrative staff of the city. If the city prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the special magistrate and such costs may be included in the lien authorized under F.S. § 162.09(3).
- (c) A special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the code enforcement officer and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
- (d) At the conclusion of the hearing, the special magistrate shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted to the special magistrate in this chapter. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in F.S. § 162.09(1), the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records and the order is complied with by the date specified in the order, the special magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

Sec. 2-116. Administrative fines and penalties; costs of repair; liens.

- (a) A special magistrate, upon notification by a code enforcement officer that an order of the special magistrate has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code enforcement officer. In addition, if the violation is a violation described in F.S. § 162.06(4), the special magistrate shall notify the city manager, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the city to make further repairs or to maintain the property and does not create any liability against

the city for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a special magistrate finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in subsection (b)(1).

- (b) (1) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (a). However, if a special magistrate finds the violation to be irreparable or irreversible in nature, he or she may impose a fine not to exceed \$5,000.00 per violation.
- (2) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:
 - a. The gravity of the violation;
 - b. Any actions taken by the violator to correct the violation; and
 - c. Any previous violations committed by the violator.
- (3) A special magistrate may reduce a fine imposed pursuant to this section.
- (c) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city, which may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, a special magistrate may authorize the city attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under § 4, article X of the state constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under § 4(a), article X of the state constitution.
- (d) Actions for money judgments under this division may be pursued only on fines or penalties levied after October 1, 2000.
- (e) The special magistrate shall have jurisdiction to assess a reasonable administrative fee to recoup the actual costs of notice, preparation, and presentation of alleged violations.

Sec. 2-117. Appeals.

An aggrieved party may appeal a final administrative order of a special magistrate to the circuit court as provided in F.S. § 162.11.

Sec. 2-118. Notices.

All notices required by this part must be provided to the alleged violator using any method authorized by F.S. § 162.12.

Sec. 2-119. Reserved.

DIVISION 6. DRUG NUISANCE ABATEMENT BOARD³

³Editor's note(s)—Ord. No. 1022, § 2, adopted March 27, 2000, amended the Code by repealing Ord. No. 982, which is the ordinance which created former div. 6, §§ 2-120—2-126. § 3 of Ord. No. 1022 amended the Code by adding a new div. 6, §§ 2-120—2-127, as herein set out.

Sec. 2-120. Definitions.

All general provisions, terms, phrases and expressions contained in this division shall be liberally construed in order that the true intent and meaning of the city council may be fully carried out. The provisions of this division shall also be liberally construed so as to effect its purposes. Terms used in this division, unless otherwise specifically provided, shall have the meanings prescribed by the statutes of the state for the same terms.

Board shall mean the drug nuisance abatement board of the city.

City attorney shall mean the legal counselor for the city or his designee.

Clerk shall mean the person who performs the clerical duties necessary to carry out the activities of the drug nuisance abatement board.

Code enforcement board shall mean the board to carry out tenets of this division.

Operator shall mean tenant, lessee or person having control or possession of the premises.

Public nuisance shall mean the same definition as defined in F.S. § 893.138.

Staff attorney shall mean a legal counselor appointed by the city council to represent the interests of the city staff.

Sec. 2-121. Drug nuisance abatement board organization.

- (a) *Created; membership.* There is hereby created and established a drug nuisance abatement board to hear evidence relating to the existence of drug-related public nuisances on premises located in the city. The board shall consist of the seven (7) members of the city code enforcement board who shall serve as members of the drug nuisance abatement board herein created.
- (b) *Quorum; compensation.* The presence of four or more members shall constitute a quorum. Members shall serve without compensation.

Sec. 2-122. Operating procedures of the board.

- (a) *Filing complaints; written notice to owner of premises.* Any employee, officer or resident of the city may file a complaint with the board regarding the existence on premises located in the city of a public nuisance, as defined in section 2-120, after giving not less than three days written notice of such complaint to the owner of the place or premises complained of at his last known address.
- (b) *Service of notice; hearing.* The drug nuisance abatement board through its clerk, shall schedule a hearing, and written notice of such hearing shall be sent by certified mail or hand delivery if certified mail is unsuccessful, notice of the hearing may be by publication as provided in F.S. ch. 49.
- (c) *Contents of notice.* The aforesaid notice of hearing shall include:
 - (1) A statement of the time, place and nature of the hearing;
 - (2) A statement of the legal authority and jurisdiction under which the hearing is to be [held];
 - (3) A reference to the particular sections of the statutes and ordinance involved;
 - (4) A short and plain statement summarizing the incidents complained of.

Sec. 2-123. Conduct of hearings.

- (a) The chairman of the board may call hearings of the board. Hearings may also be called by written notice signed by at least four members of the board. The board, at a hearing, may set a future hearing date. The board shall convene as the demand necessitates. The board shall adopt rules for the conduct of its hearings.

Minutes shall be kept of all hearings and all hearings shall be open to the public. The city shall provide clerical and administrative personnel as may be reasonably required for the proper performance of the board's duties.

- (b) The city attorney shall serve as legal counsel to represent the drug nuisance abatement board. From time to time, an attorney may be employed to represent the city staff by preparing and presenting cases before the board.
- (c) All parties shall have an opportunity to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, and to be represented by counsel. When appropriate, the general public may be given an opportunity to present oral or written communications. If the agency proposes to consider such material, then all parties shall be given an opportunity to cross-examination or challenge or rebut it. The board may consider any evidence, including evidence of the general reputation of the place or premises. All testimony shall be under oath and shall be recorded. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Orders of the board shall be based on competent and substantial evidence.
- (d) After considering all evidence, the board may declare the place or premises to be a public nuisance as defined in section 2-120 and may enter an order immediately prohibiting:
 - (1) The maintaining of the nuisance;
 - (2) The operating or maintaining of the place or premises; or
 - (3) The conduct, operation, or maintenance of any business or activity on the premises which is conducive to such nuisance.

All orders of the board shall be, by motion, approved by a majority of those members present and voting, except that at least four members of the board must vote in order for the action to be official.

- (e) An order entered under subsection (c) shall expire after one year or at such earlier time as stated in the order. The board shall retain jurisdiction to modify its order prior to the expiration of such orders.
- (f) The board or city may bring a complaint under F.S. § 60.05, seeking a permanent injunction against any public nuisance.

Sec. 2-124. Appeals.

An aggrieved party, including the city administration, may appeal a final administrative order of the nuisance abatement board to the circuit court of the first judicial circuit. Such appeal shall be limited to appellate review of the record created before the board. An appeal shall be filed within 30 days of the date of the written order appealed from.

Sec. 2-125. Sue to enjoin.

When any nuisance, as defined in F.S. § 823.05, exists, the city attorney or any citizen of the county may sue in the name of the state on his relation to enjoin the nuisance, the person or persons maintaining it, and the owner or agent of the building or ground on which the nuisance exists.

Sec. 2-126. Additional rights.

This article does not restrict the right of any person to proceed under F.S. § 60.05, against any public nuisance.

Sec. 2-127. Fines and assessment of costs and attorney fees.

- (a) In addition to having authority to enter the order provided in section 2-123, the drug nuisance abatement board shall also have the authority to enter an order following the hearing conducted as provided in section 2-123 providing for the following:
 - (1) Fines not to exceed the limit as set in the comprehensive fee schedule per day against the owner of the property where a public nuisance is declared to exist so long as the public nuisance continues to exist.
 - (2) Requiring the owner of the property on which the public nuisance is declared to exist to pay reasonable attorney fees and costs incurred by the board in investigations of and hearings on public nuisances.
 - (3) Continuing the jurisdiction of the board over the property which has been declared a public nuisance for a period of one year.
 - (4) Fines not to exceed the limit as set in the comprehensive fee schedule per day against the owner of the property where a recurring public nuisance is declared to exist so long as the public nuisance continues to exist.
- (b) A certified copy of any order imposing a fine or assessing costs and attorney fees may be recorded in the public records of the county, and upon such recording shall become a lien against the property described in the order upon which the public nuisance is declared to exist.
- (c) Any fines, costs and attorney fees assessed pursuant to the order shall be payable to the city, and the city shall be the proper party to foreclose the lien as provided in subparagraph (d) below if the fines, costs and attorney fees are not paid.
- (d) If the fines, costs and attorney fees assessed pursuant to the order are not paid in full the city shall have the right to foreclose the lien created by the order and in such foreclosure action shall be entitled to recover its costs and reasonable attorney fees.
- (e) No lien created pursuant to the provisions of this section shall be foreclosed on real property which is homestead property as defined in Section 4, Article X of the Constitution of the State of Florida.
- (f) The total fines imposed pursuant to this section shall not exceed the limit as set in the comprehensive fee schedule.

~~DIVISION 7. HISTORIC PRESERVATION~~

~~Sec. 2-128. Established.~~

~~There is hereby established a Crestview Historic Preservation Board (hereinafter referred to as the board) in order to carry forward the purposes of the National Historic Preservation Act, as amended in 1980 (Pub. Law 96-515); and such other purposes as may be created by ordinance or law.~~

~~Sec. 2-129. Membership and organization.~~

~~(a) — Membership.~~

- ~~(1) — The board shall consist of 11 members and two alternates to serve on the board in the absence of board members. In any meeting, where the city determines that a board member will not be present for a meeting, the alternate will be called. Of the first members appointed, six shall be appointed for two years; and five shall be appointed for three years and two alternates for three years. Thereafter all appointments shall be for three years or until their successors are appointed. The city council shall appoint two members each and the two alternates while the mayor will appoint one member. Members of the board may or may not be a resident of the city during his or her entire term. Appointments to fill any vacancy of the Crestview Historic Preservation Board shall be for the remainder of the unexpired term of office and shall be made by the city council or mayor within 60 days from the date of the vacancy. If any member fails to attend two of three successive meetings without cause and without prior approval of the chairperson, the board shall declare the member's office vacant, and the city council or mayor shall promptly fill such vacancy. The members shall serve in accordance with city ordinances and may be removed for cause.~~
- ~~(2) — Appointments shall be made on the basis of experience or interest in the subject matter jurisdiction of the board. Whenever possible, the membership shall include three persons who are educated or who practice in one of the disciplines of architecture, history, architectural history, planning, archeology or related disciplines. If the city council or mayor is unable to find persons within those fields who are eligible and willing to serve on the board, then it shall make a finding to that effect and appoint members from the general public with other special interests or expertise.~~

~~(b) — Organization.~~

- ~~(1) — The board shall annually elect a chairperson, and one or more vice chairpersons from among its members as provided in its rules. The officers shall have such duties of chairing the meetings and other responsibilities as are assigned to them by the rules of the board. The administrative services department shall provide staff and secretarial support.~~
- ~~(2) — The board may, from time to time, authorize the establishment of task forces to carry out specialized and detailed projects within the scope of its purposes; any task force may include persons who are not members of the board.~~
- ~~(3) — The city shall furnish the board with administrative support, including fiscal support, subject to budgetary approval by the city council, sufficient to undertake the requirements of a certified local government and carry out delegated responsibilities~~

~~Sec. 2-130. Powers and duties.~~

~~The board shall have the following powers and duties within the geographical boundaries of the city, which shall be complimentary to and carried out in accordance with, the responsibility of the state historic preservation officer as described in 36 C.F.R. 61.4(b), as may be amended from time to time:~~

- (1) —To meet at regular intervals but not less than four times per year;
- (2) —To direct, maintain and periodically update surveys and an inventory of historic buildings, areas, and archaeological sites in the city, which shall be compatible with the Florida Master Site File, and to plan for their preservation; copies of the final works products of such survey and inventory shall be forwarded to the state historic preservation office;
- (3) —To identify potential landmarks and potential landmark sites and to make recommendations to the city council as to whether those potential landmarks, and landmark sites should be officially designated as landmark and landmark sites;
- (4) —To recommend that the city council designate specified areas as historic districts and to identify which structures should be considered as contributing structures;
- (5) —To maintain and periodically update a detailed inventory of the designated historic districts, landmarks, and landmark sites within the city and a detailed inventory of potential landmarks and landmark sites, which inventories shall be open to the public for review and provided to the state historic preservation officer whenever updated;
- (6) —To develop specific guidelines for the alteration, construction, relocation or removal of, designated property;
- (7) —To promulgate standards for architectural review which are consistent with standards for rehabilitation which have been or may be established from time to time by the United States Secretary of the Interior;
- (8) —To review all requests for alteration, construction, demolition, relocation or removal of landmarks, landmark sites, and property in historic districts, and approve or deny applications for certificate of appropriateness for alteration, construction, demolition, relocation or removal of landmarks, landmark sites, and property in historic districts;
- (9) —To work with and advise the federal and state governments and other departments or boards of city government;
- (10) —To advise and assist property owners and other persons and groups including neighborhood organizations on physical and financial aspects of preservation, renovation, rehabilitation, and reuse and to advise and assist property owners in becoming eligible for federal and state tax incentives;
- (11) —To cooperate with and enlist the assistance of persons, organizations, corporations, foundations, and public agencies in matters involving historic preservation, renovation, rehabilitation and reuse;
- (12) —To initiate plans for the preservation and rehabilitation of individual historic buildings;
- (13) —To undertake public information programs including the preparation of publications and the placing of historic markers;
- (14) —To make recommendations to the city council concerning the acquisition of or acceptance of developmental rights, facade easements, the imposition of other restrictions and the negotiation of historical property contracts for the purposes of historic preservation;
- (15) —To review buildings which are owned by the city and which are at least 50 years old and considered for surplus by the city to determine their historical or architectural significance prior to sale by the city and to make recommendations concerning the disposition of properties considered to have historical or architectural significance;
- (16) —To review proposed capital improvement projects of the city and its independent agencies, or their agents or contractors, costing in excess of \$25,000.00 in a historic district or affecting a designated landmark or landmark site. Such review shall be made annually during the city council's normal budgetary process, and the board shall advise the council of any concerns or objections that it may

- have about such projects. Capital improvement projects for the maintenance of existing facilities are excepted from this requirement;
- (17) ~~To conduct public hearings to consider historic preservation issues, the designation of landmarks, landmark sites, and historic districts, applications for certificate of appropriateness and nominations to the National Register of Historic Places;~~
 - (18) ~~To make such rules and regulations as it deems necessary for the administration of ordinances for which it is responsible;~~
 - (19) ~~To undertake any other action or activity necessary or appropriate to the implementation of its powers and duties or to the implementation of the purpose of this division and other provisions of the city code;~~
 - (20) ~~To seek and retain services and expertise on proposals or matters requiring evaluation by a professional of a discipline not represented on the board;~~
 - (21) ~~To appoint a representative from the board to attend pertinent informational or educational meetings, workshops and conferences; and~~
 - (22) ~~To participate in survey and planning activities of the city as related to the certified local government designation.~~

Secs. 2-128—2-135. Reserved.



Staff Report

CITY COUNCIL MEETING DATE: May 23, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: J.B. Whitten, Mayor
DATE: 5/16/2022
SUBJECT: Appointment of Karen Brown to the Crestview Housing Authority

BACKGROUND:

The Crestview Housing Authority has a vacancy on the Board.

DISCUSSION:

The bylaws for the Crestview Housing Authority require the Mayor of the City of Crestview to appoint its boardmembers. Upon being notified of a vacancy, the City Clerk advertised for applicants to fill the vacancy. Upon receipt of the applications, Mayor JB Whitten, interviewed the applicants. As a result of the interview process, Mayor Witten is appointing Dr. Karen Brown.

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

Request confirmation of the appointment of Karen Brown to the Crestview Housing Authority.

Attachments

1. Karen Brown

Fax Number	<i>Field not completed.</i>
City Resident?	<i>Field not completed.</i>
City Boards and Committees	Crestview Housing Authority (CHA)
Electronic Signature Agreement	I agree.
Narrative	My name is Karen Brown and I am interested in serving as a Board member for the Crestview Housing Authority. The qualifications necessary to act as a CHA Board member include professional experience, dedication to ensure fair and equitable housing for all, and the ability to effectively represent both the Housing Authority and the community it serves. My professional experience includes obtaining a M.A. in Forensic Psychology and a PhD in International Psychology which gives me a unique perspective and viewpoint concerning the importance of understanding the collaborative needs of others and employing innovative ideas and ways to meet those needs. My 26 years in the U.S.Army taught me the value of dedication, discipline, teamwork, and community. One of my core beliefs is that everyone deserves the opportunity for safe, affordable housing in which to reside and/or raise their families. If selected to become a CHA Board member for the City of Crestview, I would utilize my experience, knowledge and compassion for others, combined with established Statutes, Laws, and local guidelines to assist other Board members and the City of Crestview in transforming communities and the people who live in them for the better.
Electronic Signature	Karen B. Brown

Email not displaying correctly? [View it in your browser.](#)

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

"Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."
668.6076 F.S.



Staff Report

CITY COUNCIL MEETING DATE: May 23, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager, Matt Cunningham, Firefighter
DATE: 5/19/2022
SUBJECT: Presentation on Collector Roads to the Bypass

BACKGROUND:

The Collector Roads to the Bypass proposal is an essential infrastructure need for the growth of Crestview. The layout of the proposal has been previously discussed with county growth management on several occasions.

DISCUSSION:

The proposed connector roads will address current growth concerns and meet future infrastructure needs of the City of Crestview. The bypass connector roads will provide a safe and accessible means of transportation in and around the city. An additional six traffic lights are proposed in anticipation of controlling future traffic increases. The benefits for the citizens of Crestview include shorter travel times and reduced response times for emergency services. These connector roads will provide access to 5000 acres of undeveloped land that will create a large avenue for economic growth, promoting both commercial properties and residential living areas. The City of Crestview is currently 17 square miles. With the addition of the connector roads providing access to 5,000 acres or 7.8 square miles, the city has the potential to grow as much as 45 percent larger in the upcoming years. The breakdown of the land ownership is as follows: The City of Crestview owns 393 acres, Okaloosa County owns 65 acres, and the remaining 4500 acres are owned by 17 different property owners. The connector roads have been strategically placed to provide for current and future infrastructure needs while minimally affecting wetland areas. All growth north of the river is smart growth.

GOALS & OBJECTIVES

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

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Financial Sustainability- Achieve long term financial sustainability

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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

FINANCIAL IMPACT

None Currently, will affect future budgets.

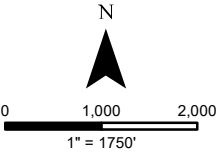
RECOMMENDED ACTION

Staff respectfully requests City Council approval of the conceptual plan, as submitted.

Attachments

1. Bypass and Connector Road Exhibit

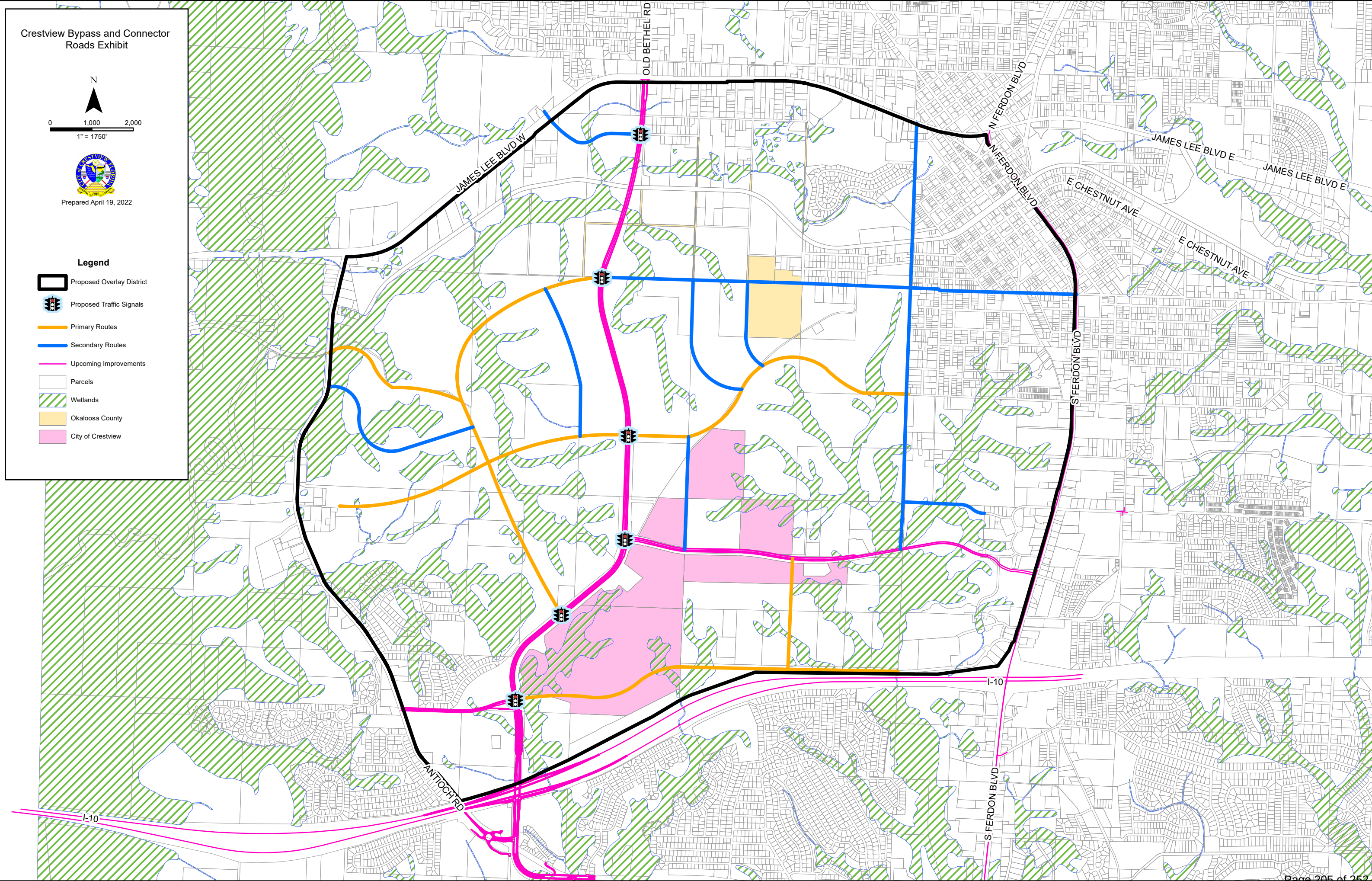
Crestview Bypass and Connector
Roads Exhibit



Prepared April 19, 2022

Legend

- Proposed Overlay District
- Proposed Traffic Signals
- Primary Routes
- Secondary Routes
- Upcoming Improvements
- Parcels
- Wetlands
- Okaloosa County
- City of Crestview





Staff Report

CITY COUNCIL MEETING DATE: May 23, 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: 5/19/2022
SUBJECT: LED Street Light Conversion

BACKGROUND:

Florida Power and Light Company (FPL) has proposed a LED street lighting agreement for the installation and modification of street lighting facilities in the Rolling Ridge Subdivision.

DISCUSSION:

In an effort to provide better services, improve reliability and reduce costs for our citizens, the City of Crestview Public Services Department and FPL (previously Gulf Power) have been working on converting old high pressure sodium street lighting to more efficient LED lighting. This contract represents the beginning of this effort with the replacement of 26 HPS Cobrahead street lights to 26 Roadway 60-watt LED street lights. The new LED lighting will be placed on the same poles as currently installed.

Benefits of converting to LED include:

- Brighter "White" light that allows for greater visibility for motorists.
- It allows for an internal audit of streetlighting billed to subdivision.
- The upgrade resolves any existing damaged or inoperative fixture issues.
- The LED upgrade yields a yearly savings of approximately \$100 per light based on information provided by FPL.

GOALS & OBJECTIVES

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

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Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

No negative financial impact. This agreement should produce an annual savings of approximately \$100 per light.

RECOMMENDED ACTION

Staff respectfully requests council to approve this agreement and allow the City Manager to approve subsequent agreements in the replacement of all streetlights to LED lights.

Attachments

1. FPL

FPL Work Request Number: 10505662

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Crestview -Rolling Ridge SUBD (hereinafter called the Customer), requests on this 11th day of February, 2022, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Rolling Ridge Subd, located in Crestview, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

[illegible]

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Change to billing: Remove 26-HPS Cobraheads and Install 26-7500L Roadway 3k LEDs @ \$258.28 per month (excluding any applicable taxes).

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$0.00. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Connie Oglesby
(Signature)

Connie J. Oglesby
(Print or type name)

Title: FPL LT-1 Representative



FPL®

City of Crestview – Rolling Ridge SUBD

Street lighting conversion proposal

Account#2102569791

HPS streetlight fixture count: 26 (2 fixtures in subd are currently LED)





Benefits of converting from High Pressure Sodium to LED?

- *Better light uniformity of street lighting with LED technology.
 - *Brighter “white” light allows for greater visibility for motorist.
 - *Converting fixtures to LED allows for an internal audit of streetlighting billed to subdivision.
 - *LED upgrade resolves any existing damaged or inoperative fixture issues.
 - *HPS to LED upgrade yields a yearly savings of approx. \$100.00 based on the information below:
- >Convert 26-8800Lumen HPS Cobraheads to 26-7500Lumen 3K type III LED Roadway fixtures



TOTAL	26	\$	266.69	\$	258.28
Installation Details					
1	select fixture.		Existing		Option 1
	fixture / pole		NW: 100W SV COBRA		Roadway 7,500L
	select pole.		1		1
	Fixture*		Existing		Existing
	Pole		105.04		165.49
Quantity:	26	\$	-	\$	-
FPL Non-LED Conversion:	Yes	\$	49.92	\$	33.80
Full/Hybrid:	Full	\$	111.73	\$	58.99
FPL NW Area:	Yes	\$	266.69	\$	258.28



Total of 49 lights in subdivision. 4 are already LED fixtures. Contract is to upgrade the remaining 45 fixtures to LED Roadway 7500L/60 watts 3K rating.

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watts/ NEMA Label	Color Temp	Lumens	Glare Rating (BUG)
 Roadway	7,500	 (Gray)	6, 7	1	3	59/60	3000K	7,500+	B1-U0-G1
	Roadway		6, 7	1	3	59/60	4000K	7,500+	B1-U0-G2

Lighting map of Rolling Ridge:





Staff Report

CITY COUNCIL MEETING DATE: May 23, 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, Wendy Buttke, Accountant
DATE: 5/19/2022
SUBJECT: Digital Forensic Workstation Purchase

BACKGROUND:

Currently, the City's Police Department must often process digital evidence using a digital forensics workstation. This process can often be lengthy, and requires specialized equipment to run the process efficiently and effectively. We currently partner with the Okaloosa County Sheriff's Department for use of their equipment, and have a device at our Police Station that we utilize for this purpose.

DISCUSSION:

Staff has identified that it is necessary to purchase a new FRED Forensic Workstation for a number of reasons. The proposed workstation is to include hardware that allows faster data processing, such as a solid state drive, a faster processor and more memory. Additionally, this proposed workstation will include 16 terabytes of raw storage space, configured in a RAID 5 array, which allows for fault tolerance through data retention, redundancy, and restoration in the case that there is a hardware failure or error.

This upgrade will lead to increased efficiency and a reduction in staff time spent, due to a much faster rate of collecting and processing evidence data from digital devices. This will allow us to act much faster and more decisively in law enforcement situations where we may currently have to wait for evidence to collect or process. In a sensitive law enforcement situation, this time spent can make all the difference. The hardware will also allow for more data to be stored on the device, with the RAID-5 system providing fault tolerance that protects the stored data in the event of a hardware failure. This provides an additional layer of protection to make sure important evidence is not lost in the event of a malfunction.

The Police Department has received a \$10,800 check from the Florida Sheriff's Association for annual training attendance. The check will cover the cost of the new workstation hardware in full. A copy of the hardware quote has been attached for your reference.

GOALS & OBJECTIVES

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

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

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

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FINANCIAL IMPACT

There is no perceived financial impact for this approval due to the revenue resulting from the Sheriffs' Association check offsetting the quoted cost.

RECOMMENDED ACTION

Staff respectfully requests Council to approve the purchase of the FRED Forensic Workstation, not to exceed the quoted cost. If approved, the budget amendment will be included in the next quarterly budget meeting.

Attachments

1. Digital Intelligence Quote #Q20220314-2

Digital Intelligence, Inc.
17165 West Glendale Drive
New Berlin, WI 53151

Date
Mar 14, 2022

Quote #
Q20220314-2

Voice: (262) 782-3332
Fax: (262) 782-3331
Email: sales@support.digitalintelligence.com

Digital Intelligence
Fed Tax ID # 39-1957034

Customer Billing
Len Steinmeier Crestview Police Department 201 Stillwell Blvd Crestview FL 32539 United States Phone 850-612-3485 steinmeierl@crestviewpd.org

Customer Shipping
Len Steinmeier Crestview Police Department 201 Stillwell Blvd Crestview FL 32539 United States Phone 850-612-3485

Item	Description	Qty	Unit Cost	Total
F11301R	FRED Forensic Workstation with 1 RAID <u>Customer selected options:</u> Motherboard Chipset: Intel® X299 Chipset Motherboard OS: [T0018] Windows 10 Pro 64-bit CPU: [T1060B] i9-10900X 10 core 3.7 GHz (4.5 Turbo), 19.25MB Cache RAM: [T2014] 64 GB PC4-21300 DDR4 2666 MHz Graphics Card - Upgrades may delay fulfillment of order due to market shortage.: [T0023] Nvidia GTX 1050Ti, 4GB, 128 bit GDDR5, 768 CUDA Cores OS Drive: [T3043B] - 500 GB M.2 NVMe PCIe Solid State Drive - PRO Series Drive 2 - Internal PCIe M.2 SSD: [T3069B] - 500 GB M.2 NVMe PCIe Solid State Drive - PRO Series Drive 3 - SATA Interface: [T3077B] 500 GB SATA Solid State Drive - EVO Series Drive 4 - SATA Interface: None Selected Drive 5 - USB 3.1 Interface: [T3095] 2 TB 7200 rpm SATA Hard Drive Drive 6 - USB 3.1 Interface: None Selected Drive 7 - USB 3.1 Interface: None Selected RAID Drive Set 1: [T3127] 5 x 4 TB SATA Hard Drive - Capacity: ~16 TB configured as RAID5 NIC (Network Interface Card) Options are in addition to the on-board 1 Gigabit network ports : None Training: No Training <u>Standard features:</u> Windows 10 Professional (64 bit) [T0018] Other Operating System included: • openSUSE Tumbleweed (64 bit) System Restore Media - Bootable Blu-ray disc containing restore environment and factory configured operating system images Hardware Write Blocking: Digital Intelligence® UltraBay 4d Hardware Write-Blocker with touch screen display: • Integrated IDE Drive Write Blocker • Integrated SATA Drive Write Blocker	1	\$9,849.00	\$9,849.00

• Integrated SAS Drive Write Blocker • Integrated USB 3.0/2.0 Write Blocker • Integrated FireWire IEEE 1394b Write Blocker • Integrated PCIe Write Blocker • Write-Block and Read/Write visibility via Lock/Unlock LEDs • Read and write mode capabilities for all device ports controlled via front panel • Allows simultaneous imaging of 2 attached devices Digital Intelligence® Forensic Media Card Reader - Read-Only and Read/Write switchable Digital Intelligence® Imaging Workshelf - Extendable/Retractable with integrated ventilation Detailed System Specifications: ATX Tower Case 12 x 5¼" Bays 1200 Watt Modular power supply Liquid cooled CPU thermal solution Intel® X299 Chipset Motherboard - Workstation series 7 PCI-Express 3.0(x16) Slots 1 M.2 Socket 3, with M key, type 2242/2260/2280/22110 storage devices support (PCIe 3.0 x 4 mode) 1 M.2 Socket 3, with M key, type 2242/2260/2280 storage devices support (PCIe 3.0 x 4 mode) 8 x SATA 6Gb/s port(s) 2 x U.2 connector 2 RJ45 LAN ports - Intel® I210-AT, 1 x Gigabit LAN Controller Intel® I219-LM, 1 x Gigabit LAN Controller Realtek® ALC S1220A 7.1 Channel High Def Audio CODEC 4 USB 2.0 ports - Back Mounted 3 USB 3.0 ports - Front Mounted 7 USB 3.1 Gen 1 ports - Back Mounted 1 USB 3.1 Gen 1 Type C port - Back Mounted 1 USB 3.1 Gen 2 ports - Back Mounted 1 USB 3.1 Gen 2 Type C port - Back Mounted 1 Write Blocked USB 3.0/2.0 port - Front Mounted 1 Write Blocked FireWire 1394b port - Front Mounted 1 Write Blocked SATA port - Front Mounted 1 Write Blocked SAS/SATA port - Front Mounted 1 Write Blocked IDE port - Front Mounted 1 Write Blocked PCIe port - Front Mounted 2 x Shock Mounted SATA Removable Hard Drive Bays 3 x HotSwap Shock Mounted Removable Hard Drive Bays with Read Only switch BD-R/BD-RE/DVD+RW/CD+RW 16x Blu-ray Burner Dual-Layer Combo Drive <u>Single RAID Chassis Option - [T5109]</u> 8 Channel PCIe 12 Gb/s SAS/SATA RAID Controller Qty 1 - 5 bay Drive Chassis 103 key Keyboard and Mouse Combo - Wireless [T7703] Toolbox containing: Adapters, Cables, Precision Electronics Tool Kit and OEM Documents Other Software included: Symantec Ghost Warranty: 3 years Dimensions: 23 ¾" High, 9 ¾" Wide, 25 ¼" Deep (With Feet) 23 ¼" High, 8 ½" Wide, 25 ¼" Deep (Without Feet) Weight: 92 lbs			
Subtotal			\$9,849.00
Shipping - UPS Ground			\$138.42
Order Total			\$9,987.42

Standard Terms & Conditions
• All prices are in U.S. Dollars. • Shipping cost does not include import taxes or fees. Non-U.S. recipients pay all applicable import taxes or fees. • This quote is valid for 30 days from date of issue. • To order please contact Digital Intelligence by email, phone or fax using the contact info listed at the top of this quote. • Payment in full is required prior to shipment unless credit terms are approved in advance by Digital Intelligence. Thank you for your interest.

Prepared by: Digital Intelligence website [automated]



Staff Report

CITY COUNCIL MEETING DATE: May 23, 2022

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager, John Iten, Planning Administrator
DATE: 5/19/2022
SUBJECT: Financial Update

BACKGROUND:

A monthly presentation of the City's financial statements is required by the City's Charter.

DISCUSSION:

Attached are the City of Crestview's financial reports for the month ended and year to date ending March 31, 2022, and the pooled cash report ending March 31, 2022. Certain variations were noted for which explanations have been provided with the corresponding fund financial statement.

Also up for discussion is the request to implement fraud detection and/or prevention measures on the City's bank accounts that currently reside with Synovus Financial Corporation. After numerous discussions with the Synovus team and the City's Finance Department, the attached Pro Forma Analysis was prepared to add said measures as well as the ability to earn credits in the form of interest to offset fees. As noted in the Pro Forma Analysis, proposed fees are listed based on the depository services to be provided. Also included are the bank balances required based on the volume of the service provided. The average balance required to offset monthly charges would be approximately \$13 million as noted on page 4 of the Analysis. Also, be advised that the Pro Forma Analysis is based on volume as of January 31, 2022 and is subject to periodic change based on activity.

GOALS & OBJECTIVES

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

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Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Projected interest should exceed proposed fees, resulting in a net increase in revenues.

RECOMMENDED ACTION

Staff respectfully requests approval of Synovus Financial Corporation's proposed fraud protection and associated fees.

Attachments

1. SYNOVUS Bank fees
2. Monthly Financial Report Month Ended March 2022 Revised
3. Pooled Cash Carryforward Ending MARCH 2022 Revised 5.18.2022



PRO FORMA ANALYSIS PREPARED FOR
City of Crestview

Balance Summary

NUMBER OF DAYS IN CYCLE	31	Balances as of:	January 31, 2022
AVERAGE LEDGER BALANCE		+	\$38,141,621.52
LESS FLOAT		-	\$50,763.32
PLUS NEGATIVE AVERAGE COLLECTED BALANCES		+	\$6,811.78
AVERAGE COLLECTED BALANCE		=	\$38,097,669.98
LESS FEDERAL RESERVE REQUIREMENT	0%	-	\$0.00
AVERAGE INVESTABLE BALANCE		=	\$38,097,669.98
EARNINGS CREDIT (Based on 365 Day Year)	0.20%	+	\$6,471.39
ANALYZED FEES		-	\$2,118.56
NET SERVICE CHARGE		=	\$0.00
EXCESS COLLECTED BALANCES			\$25,625,526.96
ADDITIONAL COLLECTED BALANCES TO OFFSET ANALYZED FEES			\$0.00

Service Detail

The fees listed below are based on information gathered from your company and is not an invoice for services. Prices are subject to change and any services not listed will be charged the Bank's standard fees.

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
DEPOSITORY SERVICES				
Deposit Administration Fee	381,416	\$0.0000	\$0.00	\$0
Monthly Maintenance Fee	9	\$19.0000	\$171.00	\$1,006,694
NSF/Overdraft Fee	0	\$36.0000	\$0.00	\$0
Negative Collected Balance Fee	211,165	\$7.2500	\$41.94	\$246,905
Deposits	69	\$0.8000	\$55.20	\$324,968
Items Deposited Total	0	\$0.1500	\$0.00	\$0
Items Deposited CCH	1	\$0.1500	\$0.15	\$883
Items Dep Local Fed-City	31	\$0.1500	\$4.65	\$27,375
Items Dep Local Fed-RCPC	109	\$0.1500	\$16.35	\$96,254
Items Dep Local Fed-RCPC	1,249	\$0.1500	\$187.35	\$1,102,948
Items Dep Non-Local Fed-City	421	\$0.1500	\$63.15	\$371,770
Items Dep Non-Local Fed-RCPC	341	\$0.1500	\$51.15	\$301,125
Items Dep On Us	190	\$0.1500	\$28.50	\$167,782
Return Deposited Item	2	\$9.0000	\$18.00	\$105,968
Redeposited Return Item	0	\$9.0000	\$0.00	\$0
Deposit Corrections	5	\$3.0000	\$15.00	\$88,306
Checks Paid	407	\$0.2100	\$85.47	\$503,170
Other Debits	4	\$0.2000	\$0.80	\$4,710
Preauthorized Debits	53	\$0.2000	\$10.60	\$62,403
Other Credits	5	\$0.2000	\$1.00	\$5,887
Preauthorized Credits	138	\$0.2000	\$27.60	\$162,484
Analysis Statement Print	0	\$10.0000	\$0.00	\$0
Analysis E-Statement	0	\$0.0000	\$0.00	\$0
Stop Payment	0	\$34.0000	\$0.00	\$0
Check Block Monthly Fee per Account	3	\$20.0000	\$60.00	\$353,226
ACH Block Monthly Fee per Account	1	\$20.0000	\$20.00	\$117,742

CONFIDENTIAL

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
Total Depository Services	595,619		\$857.91	\$5,050,599
DOMESTIC WIRE TRANSFER				
Domestic Wire Transfer Incoming	0	\$18.0000	\$0.00	\$0
Domestic Wire Transfer Outgoing	0	\$30.0000	\$0.00	\$0
Domestic Wire Transfer Out BIB	0	\$18.0000	\$0.00	\$0
Total Domestic Transfer	0		\$0.00	\$0
INTERNATIONAL WIRE TRANSFER				
International Wire Transfer Incoming	0	\$25.0000	\$0.00	\$0
International Wire Transfer Outgoing - US	0	\$47.0000	\$0.00	\$0
International Wire Transfer Out BIB - US	0	\$40.0000	\$0.00	\$0
International Wire Transfer Out Commercial FX	0	\$40.0000	\$0.00	\$0
International Wire Transfer Out Commercial FX/BIB	0	\$30.0000	\$0.00	\$0
International USD Wire Out Our	0	\$20.0000	\$0.00	\$0
International FX Wire Out Our	0	\$30.0000	\$0.00	\$0
Total International Wire Transfer	0		\$0.00	\$0
CASH PROCESSING				
Cash Deposited	46,697	\$0.0014	\$65.38	\$384,874
Coin Purchased - Roll	0	\$0.1000	\$0.00	\$0
Currency Purchased - Strap	0	\$0.2500	\$0.00	\$0
Nightdrop Locked Bags Processed	0	\$5.0000	\$0.00	\$0
Nightdrop Disposable Bags Purchased, per 100	0	\$50.0000	\$0.00	\$0
Nightdrop Plastic Bags Processed	0	\$5.0000	\$0.00	\$0
Total Cash Processing	46,697		\$65.38	\$384,874
BUSINESS INTERNET BANKING				
Level 1				
BIB Level 1 Implementation Fee	0	\$0.0000	\$0.00	\$0
BIB Level 1 Monthly Fee (Up to 7 accounts)	0	\$0.0000	\$0.00	\$0
BIB Level 1 Additional Account Fee (Each account over 7)	0	\$7.0000	\$0.00	\$0
Level 2				
BIB Level 2 Implementation Fee	0	\$100.0000	\$0.00	\$0
BIB Level 2 Monthly Fee (Up to 5 accounts)	0	\$65.0000	\$0.00	\$0
BIB Level 2 Additional Account Fee (Each account over 5)	0	\$7.0000	\$0.00	\$0
Level 3				
BIB Level 3 Implementation Fee	0	\$0.0000	\$0.00	\$0
BIB Level 3 Monthly Fee (Up to 5 accounts)	1	\$100.0000	\$100.00	\$588,710
BIB Level 3 Additional Account Fee (Each account over 5)	4	\$7.0000	\$28.00	\$164,839
Other				
Bill Pay	0	\$0.0000	\$0.00	\$0
Bill Pay Over The Limit (Payments 1 to 50 - No Charge)	0	\$0.8000	\$0.00	\$0
Bill Pay Inactivity Fee	0	\$10.9500	\$0.00	\$0
BIB Addl Info Report Fee	0	\$6.0000	\$0.00	\$0
BIB Addl ACH App Fee	0	\$6.0000	\$0.00	\$0
BIB Token Fee	0	\$37.5000	\$0.00	\$0
Total Business Internet Banking	5		\$128.00	\$753,548
DIRECT CONNECT				
Direct Connect Monthly Fee	0	\$18.0000	\$0.00	\$0
Total Direct Connect	0		\$0.00	\$0
ACH ORIGINATION				
ACH Per Batch Fee	19	\$9.0000	\$171.00	\$1,006,694
ACH Change/Delete/Reversal Fee	0	\$35.0000	\$0.00	\$0
ACH Orig Per Item IAT Fee	0	\$1.0000	\$0.00	\$0
ACH Orig Per Item Fee (ARC,CCD,CTX,TEL,Web,PPD)	2,172	\$0.1350	\$293.22	\$1,726,215
ACH Notification Of Change Fee	1	\$5.5000	\$5.50	\$32,379
ACH Return Item Fee	11	\$6.0000	\$66.00	\$388,548
ACH Unauth Entry Fee	0	\$6.0000	\$0.00	\$0

CONFIDENTIAL

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
Same Day ACH Monthly Per Company ID	2	\$10.0000	\$20.00	\$117,742
Same Day ACH Per Item	1	\$0.8500	\$0.85	\$5,004
Same Day ACH Unauthorized Batch Fee	0	\$10.0000	\$0.00	\$0
Same Day ACH Monthly Per Customer	0	\$25.0000	\$0.00	\$0
Same Day ACH Implementation Fee	2	\$0.0000	\$0.00	\$0
ACH Implementation Fee (Web)	0	\$100.0000	\$0.00	\$0
ACH Implementation Fee (Direct)	0	\$100.0000	\$0.00	\$0
ACH Direct Send Fee	0	\$35.0000	\$0.00	\$0
ACH Prefunding Per Setup Fee	0	\$100.0000	\$0.00	\$0
ACH Prefunding Suspend Fee	0	\$10.0000	\$0.00	\$0
ACH Prefunding Force Post Fee	0	\$10.0000	\$0.00	\$0
Total ACH Origination	2,208		\$556.57	\$3,276,581
DATA EXCHANGE (BALANCE REPORTING)				
Data Exch/BAI OB Implementation Fee	0	\$100.0000	\$0.00	\$0
Data Exch/BAI OB Monthly Fee	0	\$125.0000	\$0.00	\$0
Data Exch/BAI OB Additional Account Fee	0	\$32.0000	\$0.00	\$0
Data Exch/BAI MO Transmission Fee	0	\$35.0000	\$0.00	\$0
FTP Implementation Fee	0	\$100.0000	\$0.00	\$0
Synovus One Implementation Fee	0	\$130.0000	\$0.00	\$0
Synovus One Monthly Fee	0	\$150.0000	\$0.00	\$0
Synovus One Additional Account Fee	0	\$32.0000	\$0.00	\$0
Synovus One Monthly Transmission Fee	0	\$35.0000	\$0.00	\$0
FTP Implementation Fee	0	\$100.0000	\$0.00	\$0
Intraday Reporting Implementation	0	\$250.0000	\$0.00	\$0
Intraday Reporting	0	\$150.0000	\$0.00	\$0
Intraday Reporting Additional Account	0	\$50.0000	\$0.00	\$0
Intraday per item	0	\$0.2000	\$0.00	\$0
Total Data Exchange (Balance Reporting)	0		\$0.00	\$0
ACCOUNT PROTECTION & RECONCILIATION				
FTP Implementation Fee	0	\$100.0000	\$0.00	\$0
AP&R Positive Pay-Payee Positive Pay				
AP&R Positive Pay Monthly	2	\$65.0000	\$130.00	\$765,323
AP&R Per Item Man Entry	407	\$0.0800	\$32.56	\$191,684
AP&R Per Item File Import	0	\$0.0800	\$0.00	\$0
AP&R Per Item FTP	0	\$0.0800	\$0.00	\$0
AP&R Monthly Transmission	0	\$35.0000	\$0.00	\$0
AP&R Positive Pay Implement	2	\$0.0000	\$0.00	\$0
AP&R Payee Positive Pay Monthly	2	\$10.0000	\$20.00	\$117,742
AP&R Payee Positive Pay Per Item	407	\$0.0200	\$8.14	\$47,921
AP&R Payee Positive Pay Implementation Fee	2	\$0.0000	\$0.00	\$0
AP&R ACH Positive Pay (PP)				
AP&R ACH PPay Addl Co ID	0	\$5.0000	\$0.00	\$0
AP&R ACH PPay Mo. per Acct	4	\$60.0000	\$240.00	\$1,412,903
AP&R ACH PPay Suspt Tran	0	\$0.3500	\$0.00	\$0
AP&R ACH PPay Return Dec	0	\$0.3500	\$0.00	\$0
AP&R ACH PPay Acct Maint	0	\$5.0000	\$0.00	\$0
AP&R ACH PPay Pay Dec	0	\$0.3500	\$0.00	\$0
AP&R ACH Pos Pay Impl	4	\$0.0000	\$0.00	\$0
Total Account Protection & Reconciliation	830		\$430.70	\$2,535,573
ZERO BALANCE ACCOUNTS				
ZBA Main Acct	0	\$40.0000	\$0.00	\$0
ZBA Sub Acct	0	\$20.0000	\$0.00	\$0
ZBA Main Acct Implementation Fee	0	\$0.0000	\$0.00	\$0
Total ZBA Services	0		\$0.00	\$0
REMOTE DEPOSIT CAPTURE				
Remote Express Deposit (RED) Premium				

CONFIDENTIAL

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
RED Monthly Fee (includes 1 account)	1	\$80.0000	\$80.00	\$470,968
RED Additional Account Fees (2-10)	0	\$12.0000	\$0.00	\$0
Total Remote Deposit Capture	1		\$80.00	\$470,968
Remote Express Dep Scanner Equipment Charges	0	\$0.0000	\$0.00	
TOTAL PROPOSED FEES			\$2,118.56	
TOTAL PROPOSED FEES Plus Equipment Charges			\$2,118.56	
AVERAGE COLLECTED BALANCE REQUIRED TO OFFSET MONTHLY CHARGES				\$12,472,143.02

** Proposal based on activity and balances on your MM/YYYY analysis/bank statement
 ** All fees and rates are subject to change at any time

Comments

City of Crestview

ACCOUNT NUMBER	ACCOUNT NAME	Account Type	Balance as of 02/17/2022	AA	Check PostPay	Check Block	ACH PostPay	ACH Block
1002825428	Pooled Cash	300 - SCM Checking	\$40,388,387.64	Y - Composite		Y		
1002825436	Payroll	301 - SCM Checking	\$310,520.44	Y	Y		Y	
1002825444	Accounts Payable	302 - SCM Checking	\$618,732.93	Y	Y		Y	
1002825568	Debt Service Reserve Account	303 - SCM Checking	\$141,056.00	Y		Y		Y
1002825576	Debt Service Sinking Fund	304 - SCM Checking	\$1,044,147.60	Y		Y		
1002825584	Law Enforcement Trust Fund	305 - SCM Checking	\$287.83	Y			Y	
1004742902	CDBG Account	306 - SCM Checking	\$0.00	Y				
1004742985	Flex	307 - SCM Checking	\$29,970.33	Y				
1012281505	Red	308 - SCM Checking	\$95,988.04	Y				
			\$42,629,090.81					



CITY OF CRESTVIEW, FLORIDA
MONTHLY FINANCIAL REPORT
March 31, 2022



CITY OF CRESTVIEW
Monthly Financial Report
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March 31, 2022

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GENERAL FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
March 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Taxes	\$ 13,444,486	\$ 13,444,486	\$ 474,554	\$ 11,079,899	82.41%
Permits, Fees, Special Assessments	1,545,500	1,545,500	205,243	1,017,787	65.85%
Intergovernmental Revenue	7,477,532	7,477,532	463,093	3,666,313	49.03%
Charges for Services	240,500	240,500	37,449	192,321	79.97%
Judgments, Fines & Forfeites	310,000	310,000	7,625	125,190	40.38%
Miscellaneous Revenues	251,300	316,018	37,208	221,165	69.98%
Other Sources	4,039,890	4,039,890	-	2,575,000	63.74%
Total Revenues	\$ 27,309,208	\$ 27,373,926	\$ 1,225,172	\$ 18,877,675	68.96%
Expenditures					
Mayor	\$ 107,309	\$ 103,410	\$ 16,484	\$ 58,599	56.67%
City Clerk	164,753	177,353	11,998	89,029	50.20%
General & Administrative*	2,933,746	2,916,045	76,762	554,490	19.02%
Administration:					
City Manager	296,045	296,045	31,953	148,093	50.02%
Human Resources	336,085	336,085	47,747	158,510	47.16%
Information Technology**	698,722	698,722	30,697	254,660	36.45%
Public Information Officer	141,826	142,826	11,547	70,368	49.27%
Finance	592,547	596,547	12,416	254,308	42.63%
Public Works Administration***	339,868	339,868	22,880	92,129	27.11%
Maintenance	311,842	311,842	22,354	166,736	53.47%
Police	6,012,840	6,192,575	541,133	2,730,023	44.09%
Fire	4,820,689	4,820,689	357,951	2,165,388	44.92%
Fire Department - Dispatch	1,096,433	1,096,433	68,942	521,359	47.55%
Recreation & Enrichment Services:					
Administration	203,537	203,537	14,410	93,753	46.06%
Athletics & Recreation****	788,869	788,869	574,747	2,033,954	257.83%
Library	803,352	803,352	60,988	383,238	47.70%
Special Events & Programs	137,825	137,825	19,322	63,701	46.22%
Cultural Services	71,567	70,567	4,823	29,695	42.08%
1/2 Cent Sales Tax*****	2,921,908	2,742,173	-	228,729	8.34%
Streets*****	2,326,968	2,326,968	344,233	940,839	40.43%
Animal Control	-	64,718	9,434	15,792	24.40%
Code Enforcement	137,744	137,744	9,936	47,028	34.14%
Planning & Zoning	828,692	833,692	45,303	297,488	35.68%
Building & Facility Maintenance	1,236,041	1,236,041	81,333	494,982	40.05%
Total Expenditures	\$ 27,309,208	\$ 27,373,926	\$ 2,417,393	\$ 11,892,891	43.45%

Note: This report reflects the revenues collected and expended in the month of March and year ending March 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**Largest expenditures in this division are debt service payments, which will be disbursed later in the fiscal year.*

***IT equipment and software purchases upcoming.*

****Personnel costs are lower than anticipated, engineering services have not yet been received.*

*****Includes expenditures for the Blackwater Project, specifically, the Mammoth Sports Complex final invoice.*

******Primarily expenditures in debt service which will be disbursed 6/1/2022.*

******Street resurfacing projects to commence in the near future.*

SPECIAL REVENUE FUND
BUILDING AND PERMITTING
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
March 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Building Permits	\$ 579,430	\$ 579,430	\$ 68,295	\$ 376,707	65.01%
Other Sources	163,898	163,898	-	-	0.00%
Total Revenues	\$ 743,328	\$ 743,328	\$ 68,295	\$ 376,707	50.68%
Expenditures					
Personnel Cost*	\$ 453,734	\$ 453,734	\$ 26,222	\$ 145,560	32.08%
Operating Expenses**	289,594	289,594	5,443	33,668	11.63%
Total Expenditures	\$ 743,328	\$ 743,328	\$ 31,665	\$ 179,228	24.11%

Note: This report reflects the revenues collected and expended in the month of March and year ending March 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

Note: The Special Revenue Funds: Escrow and Law Enforcement Trust not listed due to little or no activity.

**Personnel costs are down due to staffing turnover.*

***Improvements project has not yet commenced.*

**SPECIAL REVENUE FUND
COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL**

March 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Intergovernmental Revenue	\$ 339,555	\$ 339,555	\$ -	\$ 85,186	25.09%
Miscellaneous	3,000	3,000	-	972	32.39%
Other Sources	994,072	994,072	-	162,395	16.34%
Total Revenues	\$ 1,336,627	\$ 1,336,627	\$ -	\$ 248,553	18.60%
Expenditures					
Contractual Services*	\$ 476,000	\$ 476,000	\$ 54,071	\$ 146,005	30.67%
Operating Supplies	9,650	9,650	1,063	5,528	57.29%
Advertising	19,500	19,500	1,685	1,712	8.78%
Dues & Subscriptions**	1,500	1,500	-	1,417	94.47%
Training	1,000	1,000	-	-	0.00%
Improvements	507,977	507,977	3,500	4,493	0.88%
Interfund Transfer	19,000	19,000	-	-	0.00%
Equipment	2,000	2,000	-	127	6.37%
Awning Improvement Grant***	300,000	300,000	-	22,877	7.63%
Total Expenditures	\$ 1,336,627	\$ 1,336,627	\$ 60,319	\$ 182,161	13.63%

Note: This report reflects the revenues collected and expended in the month of March and year ending March 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**Contractual services expenditures are fully encumbered, yet partially disbursed.*

***Annual subscriptions renewed.*

****Awning improvement grant applications in progress.*

CAPITAL IMPROVEMENTS FUND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
March 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Other Financial Assistance*	\$ 2,223,384	\$ 2,223,384	\$ -	\$ -	0.00%
Other Sources**	9,443,705	9,443,705	-	-	0.00%
Total Revenues	\$ 11,667,089	\$ 11,667,089	\$ -	\$ -	0.00%
Expenditures					
General & Administrative	\$ 150,809	\$ 150,809	-	\$ 40,402	26.79%
Public Safety***	1,307,996	1,307,996	-	2,300	0.18%
Physical Environment****	8,812,884	8,812,884	63,567	132,298	1.50%
Transportation****	1,395,400	1,395,400	-	2,076	0.15%
Total Expenditures	\$ 11,667,089	\$ 11,667,089	\$ 63,567	\$ 177,076	1.52%

Note: This report reflects the revenues collected and expended in the month of March and year ending March 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**ARPA (American Rescue Plan Act) collections will be near the fiscal year end.*

***Other sources of revenue include operating transfers not yet made.*

****Fire training tower project is underway expenditures not yet encumbered.*

***** Capital improvement projects to commence in near future.*

UTILITY FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
March 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Impact Fees*	\$ 430,000	\$ 430,000	\$ 58,400	\$ 690,700	160.63%
Other Financial Assistance**	1,408,271	1,408,271	-	-	0.00%
Charges for Services	8,173,687	8,173,687	614,365	4,037,406	49.40%
Miscellaneous Revenue	20,000	20,000	2,384	9,430	47.15%
Other Sources	777,961	777,961	-	513	0.07%
Total Revenues	\$ 10,809,919	\$ 10,809,919	\$ 675,149	\$ 4,738,049	43.83%
Expenditures					
General & Administrative***	\$ 5,217,175	\$ 5,157,747	\$ 84,958	\$ 792,624	15.37%
Public Works Administration	747,080	747,080	46,860	292,085	39.10%
Finance - Utility Office	468,829	468,829	36,256	217,408	46.37%
Water****	1,840,149	1,899,577	390,318	1,767,882	93.07%
Sewer	1,322,187	1,322,187	131,489	670,378	50.70%
Wastewater	1,214,499	1,214,499	119,034	658,313	54.20%
Total Expenditures	\$ 10,809,919	\$ 10,809,919	\$ 808,915	\$ 4,398,690	40.69%

Note: This report reflects the revenues collected and expended in the month of March and year ending March 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**Majority of fees collected are attributed to the residential impact fees incurred by the Iron Horse Townhome development.*

***ARPA (American Rescue Plan Act) collections will be near the fiscal year end.*

****Largest expenditures in this division are debt service payments which will be disbursed later in the year.*

*****Largest expenditure in this division was for the Antioch elevated water tank in the amount of: \$876,121.*

SANITATION FUND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
March 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Garbage Fees	\$ 4,000,000	\$ 4,000,000	\$ 338,312	\$ 2,017,755	50.44%
Penalties	55,000	55,000	7,018	32,998	60.00%
Franchise Fees	208,000	208,000	17,657	116,407	55.97%
Total Revenues	\$ 4,263,000	\$ 4,263,000	\$ 362,986	\$ 2,167,159	50.84%
Expenditures					
Garbage/Solid Waste	\$ 4,263,000	\$ 4,263,000	\$ 296,349	\$ 1,923,860	45.13%
Total Expenditures	\$ 4,263,000	\$ 4,263,000	\$ 296,349	\$ 1,923,860	45.13%

Note: This report reflects the revenues collected and expended in the month of March and year ending March 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

STORMWATER FUND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
March 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Stormwater Fees	\$ 395,100	\$ 395,100	\$ 33,198	\$ 198,345	50.20%
Other Financial Assistance	238,162	238,162	-	-	0.00%
Total Revenues	\$ 633,262	\$ 633,262	\$ 33,198	\$ 198,345	31.32%
Expenditures					
Personnel Cost	\$ 291,325	\$ 291,325	\$ 16,971	\$ 102,141	35.06%
Operating Cost*	341,937	341,937	11,848	39,180	11.46%
Total Expenditures	\$ 633,262	\$ 633,262	\$ 28,820	\$ 141,321	22.32%

Note: This report reflects the revenues collected and expended in the month of March and year ending March 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**Budgeted equipment items have not yet been purchased.*

Fund Balance (Cash) March 31, 2022

	General Fund	Building & Permitting Special Revenue	CDBG	Debt Service Fund	Capital Improvements	Utility Fund	Sanitation Fund	Storm Water	LET Fund	Escrow Fund	CRA Fund	Investment Fund	Total
Pooled Cash as of 3/31/2022													
TOTAL POOLED CASH AT 3/31/2022	\$ 23,748,143	\$ 1,169,863	\$ (130,409)	\$ 281,463	\$ (161,503)	\$ 9,851,418	\$ 3,209,581	\$ 136,279	\$ 2,205	\$ 2,913	\$ 131,859	\$ -	\$ 38,241,812
Restricted Balances:													
Discretionary Sales Tax (1/2 Cent)	2,641,617												2,641,617
Traffic Impact Fees	210,613												210,613
Customer Deposits--Facility Rentals	42,990												42,990
Reserved by Council (Gulf Power)	433,434												433,434
Fire Department Reserve													-
FD Educational Monies (in 2021 Budget)													-
Parks Reserve	65,000												65,000
Recreational Fees	96,567												96,567
Tree Replacement	6,600												6,600
Magnolia Creek Funding Commitment	41,000												41,000
Public Safety Impact Fees - Residential	67,400												67,400
Public Safety Impact Fees - Commercial													-
Debt Service				123,148									123,148
Public Impact Fees				48,020									48,020
Impact Fees - Water						1,413,771							1,413,771
Impact Fees - Sewer						38,444							38,444
Annual Sewer Impact Fees						24,010							24,010
State Revolving Fund						64,430							64,430
RRI Fund--15/16 W&S Bonds						250,000							250,000
Customer Deposits--Utility Billing						850,724							850,724
Reserve Policy Funding	5,321,775	600,000				1,500,000	\$ 2,628,120						10,049,895
Replacement and Renewal						500,000							500,000
ARPA						1,936,085							1,936,085
Total Restricted Balances	\$ 8,926,996	\$ 600,000	\$ -	\$ 171,168	\$ -	\$ 6,577,464	\$ 2,628,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,903,748
Unrestricted Operating as of 3/31/2022	\$ 14,821,147	\$ 569,863	\$ (130,409)	\$ 110,295	\$ (161,503)	\$ 3,273,953	\$ 581,461	\$ 136,279	\$ 2,205	\$ 2,913	\$ 131,859	\$ -	\$ 19,338,064

Fund Balance (Cash) March 31, 2022 (Continued)

	General Fund	Building & Permitting Special Revenue	CDBG	Debt Service Fund	Capital Improvements	Utility Fund	Sanitation Fund	Storm Water	LET Fund	Escrow Fund	CRA Fund	Investment Fund	Total
Other Cash Accounts as of 3/31/2022													
Unrestricted:													
Red Light Camera	57,900												57,900
General Fund SBA												659,124	659,124
Utility Fund SBA												99,635	99,635
Money Market Account											898,963		898,963
Other Unrestricted Cash Balances	\$ 57,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 898,963	\$ 758,759	\$ 1,715,621
Restricted:													
Reserve				141,056									141,056
Sinking	989,974			177,949		209,014							1,376,937
Federal Forfeitures										288			288
Flex	21,641												21,641
Utility Fund Customer Deposits												260,499	260,499
Escrow Fund (Library Donor)										53,125			53,125
Other Restricted Cash Balances	\$ 1,011,615	\$ -	\$ -	\$ 319,005	\$ -	\$ 209,014	\$ -	\$ -	\$ 288	\$ 53,125	\$ -	\$ 260,499	\$ 1,853,547
TOTAL OTHER CASH AT 3/31/2022	\$ 1,069,515	\$ -	\$ -	\$ 319,005	\$ -	\$ 209,014	\$ -	\$ -	\$ 288	\$ 53,125	\$ 898,963	\$ 1,019,258	\$ 3,569,169
TOTAL CASH AT 3/31/2022	\$ 24,817,658	\$ 1,169,863	\$ (130,409)	\$ 600,468	\$ (161,503)	\$ 10,060,432	\$ 3,209,581	\$ 136,279	\$ 2,493	\$ 56,038	\$ 1,030,822	\$ 1,019,258	\$ 41,810,981
Unrestricted Cash as of 3/31/2022	\$ 14,879,048	\$ 569,863	\$ (130,409)	\$ 110,295	\$ (161,503)	\$ 3,273,953	\$ 581,461	\$ 136,279	\$ 2,205	\$ 2,913	\$ 1,030,822	\$ 758,759	\$ 21,053,685

Fund Balance (Cash) March 31, 2022 (Continued)

	General Fund	Building & Permitting Special Revenue	CDBG	Debt Service Fund	Capital Improvements	Utility Fund	Sanitation Fund	Storm Water	LETF Fund	Escrow Fund	CRA Fund	Investment Fund	Total
Fund Balance (Cash) Projections for 3/31/2022													
Unrestricted Cash as of 12/31/2021	\$ 14,879,048	\$ 569,863	\$ (130,409)	\$ 110,295	\$ (161,503)	\$ 3,273,953	\$ 581,461	\$ 136,279	\$ 2,205	\$ 2,913	\$ 1,030,822	\$ 758,759	\$ 21,053,686
Other Projected Expenditures													
Hospital Drive	(997,000)												(997,000)
Street Resurfacing	(209,525)												(209,525)
Golf Course Management & Repairs	(200,000)												(200,000)
Foxwood Septic to Sewer						(2,500,000)							(2,500,000)
Antioch Elevated Water Tank						(306,551)							(306,551)
Arena Road Water Tank						(2,500,000)							(2,500,000)
Biosolids Handling						(5,039,104)							(5,039,104)
Other Projected Funding Sources													
Biosolids Handling SRF						5,012,000							5,012,000
Property purchase for sewer expansion - 1/2 sales tax						495,000							495,000
ARPA						1,936,085							1,936,085
EST. UNRE. FUND BALANCE (CASH) AT 3/31/2022	\$ 13,472,523	\$ 569,863	\$ (130,409)	\$ 110,295	\$ (161,503)	\$ 371,383	\$ 581,461	\$ 136,279	\$ 2,205	\$ 2,913	\$ 1,030,822	\$ 758,759	\$ 16,744,591
Unrestricted Fund Balance (Cash)	\$ 13,472,523	\$ 569,863	\$ (130,409)	\$ 110,295	\$ (161,503)	\$ 371,383	\$ 581,461	\$ 136,279	\$ 2,205	\$ 2,913	\$ 1,030,822	\$ 758,759	\$ 16,744,591
Unused CARES Money included in unrestricted cash	\$ 1,827,394												\$1,827,394

*CDBG cash flow is based on release of funds by granting authority, funds have been received subsequent to this report.

**Capital Improvements- Operating transfer from the Utility fund has not yet occurred.



Staff Report

CITY COUNCIL MEETING DATE: May 23, 2022

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader, City Clerk
DATE: 5/17/2022
SUBJECT: January - May, 2022 Memo

BACKGROUND:

Routine update on projects.

DISCUSSION:

Key points are the improvements in record management by utilizing document imaging; record retention and disposal per State Statute; Public Records workflow; as well as, policies and procedures consolidation.

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

Approximately \$9,000 for furniture and file cabinet upgrades.

RECOMMENDED ACTION

No action required at this time.

Attachments

1. Clerks office update Jan - April 2022



City Clerk Report

Date: 5/23/2022
To: City Council
From: Maryanne Schrader, City Clerk
RE: City Clerk Office Update

Records Management – The furniture and filing cabinet for the City Clerk and Executive Assistants' offices are scheduled to arrive June 3, 2022 (Current furniture and filing cabinets have broken parts and/or provided as surplus supplies to other departments).

Training for Records Management liaisons was conducted via webinar on April 14, 2022. In addition, I have been working on a Records Management policy.

Document Imaging – The new service provider for Laserfiche, R & D Computer Systems, LLC has transitioned and taken over the account. Training will be initiated as soon as all processing is completed. I hope to secure additional training department-wide by the end of the calendar year. The goal for the Clerk's office is to streamline workflow processes and facilitate communication across departments. I am working on creating a contracts workflow with the new vendor.

Public Records requests – At the January 2022 City Council meeting, a need for a Public Records solution was reported, which is a portal intended to aid in the submission and tracking of requests in order to better serve the needs of the public by delivering information efficiently and with transparency. The City Clerk has received 135 Public Records requests from January – May 6, 2022. Of those, eleven requests are in pending. Several requests were voluminous and required extensive time and resources, so we are awaiting payment. At the January meeting, I reported research would be conducted and a solution would be returned to Council. Several team members participated in demonstrations for a process that would efficiently track the workflow and process of public records requests. 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 and Next Request was deemed to offer what we required. In addition, Next Request offered a substantial discount, as we already utilize Archive Social for our social media platform. Next Request was approved at the May 11th meeting. I am working with the account manager to add users, set up for training, and add policy.

Policies and Procedures Manual – The city manager and I have been working on an updated policy for Administrative functions with the goal of a consolidated area to track and update policies and procedures with a common template and numbering system. This process will

provide clear and concise direction on the drafting of policy, so that when deployed, the policy statements will focus attention and resources on high priority issues which will align and merge efforts in achieving the objectives of the city.

Budget – I have submitted the City Clerk’s portion for review.



Staff Report

CITY COUNCIL MEETING DATE: May 23, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 5/19/2022
SUBJECT: Quit Claim Deed/Vacation of Easement near Farmer Street

BACKGROUND:

The property owner for this location reached out to the City Manager to discuss the location of a draining pipe currently installed on the owner's property.

DISCUSSION:

After meeting with the owner and reviewing the installation of the pipe, it was determined that the pipe is currently located outside of the existing easement and is not currently necessary as the retention pond is designed. For these reasons, the decision was made to disconnect the pipe from the pond and vacate the easement.

GOALS & OBJECTIVES

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

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Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

There is no financial impact on this item.

RECOMMENDED ACTION

Staff respectfully requests City Council approval to vacate the easement, as described.

Attachments

1. Quit Claim Deed - Farmer Street Drainage Easement

Prepared by:

Jonathan T. Holloway
Jonathan Holloway, P.A.
420 East Pine Avenue
Crestview, Florida 32539

QUIT CLAIM DEED

Made this ____ day of May, 2022 by the City of Crestview, Florida, a municipal corporation, whose address is 198 N. Wilson St., Crestview, Florida 32536 (“Grantor”), to DCD Okaloosa Land Company LLC as to a 42.5% interest, J. LaDon Dewrell as to a 42.5% interest, George Bradley Giesen as to a 10% interest, and Gwendolyn C. Giesen as to a 5% interest (DCD Okaloosa Land Company LLC, J. LaDon Dewrell, George Bradley Giesen and Gwendolyn C. Giesen collectively referred to as “Grantee”, and having a mailing address of PO Box 1510, Fort Walton Beach, Florida 32549):

(Whenever used herein the term “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Whereas, Grantor possesses a 15’ drainage easement on the southeast portion of Grantee’s property (the “Easement Area”) as set forth in that certain Drainage Easement recorded in OR Book 2261, Page 1824 of the Public Records of Okaloosa County, Florida; and

Whereas, Grantor does not currently utilize the Easement Area for drainage as contemplated by the Drainage Easement; and

Whereas, the parties have heretofore agreed that Grantor may abandon in place its drainage pipe and associated improvements located on Grantee’s property alongside, but outside of, the Easement Area; and

Whereas, Grantor has determined that the Drainage Easement no longer serves a public purpose and that said easement may be abandoned, and the rights and privileges to free and unrestricted use of the Easement Area should be restored to the servient estate owned by Grantees.

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, the following described land, situate, lying and being in Okaloosa County, Florida, to-wit:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 00 DEGREES 06 MINUTES 43 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 1328.27 FEET; THENCE, DEPARTING THE WEST LINE OF SAID SECTION 4, PROCEED SOUTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 413.51 FEET; THENCE PROCEED SOUTH 11 DEGREES 49 MINUTES 42 SECONDS WEST, A DISTANCE OF 129.56 FEET; THENCE PROCEED SOUTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 766.85 FEET; THENCE PROCEED SOUTH 00 DEGREES 11 MINUTES 11 SECONDS WEST, A DISTANCE OF 454.17 FEET; THENCE PROCEED SOUTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 838.33 FEET; THENCE PROCEED NORTH 00 DEGREES 11 MINUTES 11 SECONDS EAST, A DISTANCE OF 180.62 FEET; THENCE PROCEED SOUTH 89 DEGREES 55 MINUTES 25 SECONDS EAST, A DISTANCE OF 124.63 FEET; THENCE PROCEED SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.28 FEET; THENCE PROCEED SOUTH 89 DEGREES 56 MINUTES 33 SECONDS EAST, A DISTANCE OF 487.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE PROCEED SOUTH 00 DEGREES 03 MINUTES 30 SECONDS WEST, A DISTANCE OF 585.65 FEET; THENCE PROCEED NORTH 89 DEGREES 56 MINUTES 33 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE PROCEED NORTH 00 DEGREES 03 MINUTES 30 SECONDS EAST, A DISTANCE OF 585.65 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

A portion of Parcel ID No. 04-3N-23-0000-0025-0000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

CITY OF CRESTVIEW, FLORIDA

By: _____
J. B. Whitten, Mayor

Attest: _____
Maryanne Schrader, City Clerk

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me this ____ day of May, 2022 by J.B. Whitten, as Mayor of the City of Crestview, Florida, on behalf of the City, [] who is personally known to me or [] produced _____ and _____ as identification.

My Commission Expires:

Notary Public
State of Florida

Notary Seal



Staff Report

CITY COUNCIL MEETING DATE: May 23, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: J.B. Whitten, Mayor
DATE: 5/17/2022
SUBJECT: Designation of Delegates for the 2022 FLC Annual Conference

BACKGROUND:

The City of Crestview designates one official to cast votes at the Annual Business Session at the Florida League of Cities' Annual Conference.

DISCUSSION:

The Florida League of Cities' Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida on August 11-13, 2022. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each member municipality sends delegates to the Annual Conference of the Florida League of Cities and designates one of their officials to cast votes at the Annual Business Session. The election of League leadership and adoption of resolutions are undertaken during the business meeting.

GOALS & OBJECTIVES

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

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

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Travel cost for registration, hotel reservation, meals and mileage to the Diplomat Beach Resort in Hollywood, Florida.

RECOMMENDED ACTION

Request a delegate designation.

Attachments

1. 2022 Voting Delegate Memo



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: May 11, 2022

Subject: 96th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida on August 11-13, 2022. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are also available online at flcities.com.

If you have any questions on voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 29, 2022.**

Attachments: Form Designating Voting Delegate



96th Annual Conference
Florida League of Cities, Inc.
August 11-13, 2022
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 29, 2022.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: erussell@flcities.com